

**SIGNATURE DOCUMENT FOR
THE HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. 529-16-0132-00003
UNDER THE
HEALTHY TEXAS WOMEN'S GRANT PROGRAM**

I. PURPOSE

The Health and Human Services Commission (“System Agency”) an administrative agency within the executive department of the State of Texas and having its principal office at 4900 North Lamar Blvd., Austin, TX 78751 and South Plains Rural Health Services, Inc. (“Grantee” or “Contractor”), having its principal office at 1000 FM 300, Levelland, TX 79336 (each a “Party” and collectively the “Parties”) enter into the following grant contract to provide funding for the Healthy Texas Women’s Program (“Contract”).

II. LEGAL AUTHORITY

This Contract is authorized by and in compliance with the provisions of with the provisions of Chapter 531 of the Texas Government Code and Title 1 of the Texas Administrative Code, Part 15, Chapter 382, Subchapter A, §§382.1-382.29.

III. CONTRACT PERIOD

The Contract will be effective on July 1, 2016, or upon the signature date of the latter of the Parties to sign the Contract, whichever occurs later. The Contract shall terminate on August 31, 2017, unless it is renewed or terminated pursuant to the terms and conditions of the Contract. The System Agency reserves the option to renew the Contract for up to two additional two-year terms.

IV. STATEMENT OF SERVICES TO BE PROVIDED

The services to be performed under this Contract are described in: (1) the Healthy Texas Women Open Enrollment Solicitation, which is attached hereto as ATTACHMENT A and incorporated herein by this reference; (2) Contractor's revised Program Forms and revised Budget Documents; which are attached hereto as ATTACHMENTS B and C, respectively, and incorporated herein by this reference; and (3) the Contractor's Open Enrollment Application, which is attached hereto as ATTACHMENT D and incorporated herein by this reference.

In the event of a conflict, the order of precedence for these documents is as follows:

- Attachment A -- Healthy Texas Women Open Enrollment Solicitation
- Attachment B -- Contractor's revised Program Forms
- Attachment C -- Contractor's revised Budget Documents
- Attachment D -- Contractor's Open Enrollment Application

Contractor shall provide Healthy Texas Women Program services to 1,478 Unduplicated Clients during the term of this Contract.

V. NOT-TO-EXCEED AMOUNT AND COST REIMBURSEMENT PROCESS

The total amount of this Contract shall not exceed \$\$221,965 for the cost reimbursement portion of the Healthy Texas Women Program as described in the revised budget documents contained in ATTACHMENT C, which is attached hereto and incorporated herein by this reference. All expenditures under the Contract must be in accordance with Attachment C. This Contract is contingent upon the continued availability of funding. If funds become unavailable during the term of this Contract, the System Agency may terminate this Contract without penalty.

This Contract will be paid on a cost reimbursement basis as described in Section 2.7 of the Healthy Texas Women Open Enrollment, ATTACHMENT A.

VI. CONTRACT REPRESENTATIVES.

The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

System Agency

Health and Human Services Commission -- Women's Health Services
Address: 1100 W. 49th Street
Austin, TX 78756
Attention: Camille Laosebikan
Email: Camille.Laosebikan@hhsc.state.tx.us
Phone: (512) 776-3561

Grantee

South Plains Rural Health Services, Inc.
Address: 1000 FM 300
Levelland, TX 79336
Attention: Judith Madura
Email: jmadura@sprhs.org
Phone: (806)984-7842 ext 129

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VII. LEGAL NOTICES

Any legal notice required under this Contract shall be deemed delivered when deposited by the System Agency either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

System Agency

Health and Human Services Commission
4900 North Lamar Blvd.
Austin, TX 78751
Attention: HHSC Chief Counsel – Karen Ray

Grantee

South Plains Rural Health Services, Inc.
1000 FM 300
Levelland, TX 79336
Attention: Judith Madura

Notice given by Grantee will be deemed effective when received by the System Agency. Either Party may change its address for notice by written notice to the other Party.

VII. DISPUTE RESOLUTION

If a contract dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the Parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision will not apply to any matter with respect to which either Party may make a decision within its respective sole discretion.

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VIII. EXECUTION OF CONTRACT

The Parties have executed this Contract in their capacities as stated below with authority to bind their organizations on the dates set forth by their signatures.

SYSTEM AGENCY



Name: Lesley French
Title: Associate Commissioner
Date of execution: 6/29/16

GRANTEE

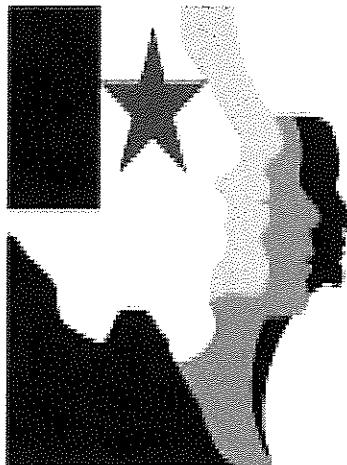


Name: Judith Madura, MD CEO
Title: Chief Executive Officer
Date of execution: June 22, 2016

THE FOLLOWING ATTACHMENTS ARE ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE:

ATTACHMENT A – HEALTHY TEXAS WOMEN OPEN ENROLLMENT SOLICITATION
ATTACHMENT B – CONTRACTOR’S REVISED PROGRAM FORMS
ATTACHMENT C – CONTRACTOR’S REVISED BUDGET DOCUMENTS
ATTACHMENT D – CONTRACTOR’S OPEN ENROLLMENT APPLICATION
ATTACHMENT E – UNIFORM TERMS AND CONDITIONS
ATTACHMENT F – SPECIAL CONDITIONS
ATTACHMENT G – STATE ASSURANCES
ATTACHMENT H – FEDERAL ASSURANCES
ATTACHMENT I – DATA USE AGREEMENT

Attachment A – Healthy Texas Women Open Enrollment Solicitation



TEXAS

Health and Human Services Commission

Chris Traylor, Executive Commissioner

**Open Enrollment
For
Healthy Texas Women**

Enrollment Number: 529-16-0132

Enrollment Period Opens: May 27, 2016

Enrollment Period Closes: July 12, 2016

NIGP Class/Item Code:

924-16: Laboratory Testing Services

918-88: Quality Assurance Services

948-47: Care Center Services, Health

**948-48: Drug Monitoring Services, International; Ethics & Code of conduct,
Medical, Euthanasia; Faith Healers**

948-55: Laboratory Services; Non-Physician

948-74: Physician Professional Services

952-42: Family Planning

952-62: Mental Health Services

952-88: Teen Pregnancy Services

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1. GENERAL INFORMATION

1.1. Project Scope

On July 1, 2016, HHSC will consolidate the Texas Women's Health Program (TWHP) and the Expanded Primary Healthcare Program (EPHC) into the new Healthy Texas Women Program (HTW Program). The HTW Program includes both a fee-for-service component (HTW Fee-for-Service Program) and a cost reimbursement component.

In this open enrollment, the State of Texas, by and through the Texas Health and Human Services Commission (HHSC), seeks qualified entities that provide, or will provide, services through the HTW Fee-for-Service Program to enter into cost reimbursement contracts to conduct additional activities that will enhance the clinical outcomes for clients seen through the HTW Fee-for-Service Program.

NOTE: A client will have an HTW identification card.

1.2. Point of Contact

The Health and Human Services Commission (HHSC) Point of Contact for inquiries concerning this open enrollment until the completion of the initial application screening is:

Procurement Project Manager:	Lizet Alaniz, CTPM
Address:	Health and Human Services Commission 4405 North Lamar Blvd Bldg. 1, MC-2020 Austin, Texas 78756
Phone:	(512) 406-406-2423
Fax:	(512) 406-406-2695
Email Address:	lizet.alaniz@hhsc.state.tx.us

Applicant must direct all procurement communications relating to this open enrollment to the HHSC Point of Contact named above unless specifically instructed to an alternate Contact by HHSC Procurement and Contracting Services (PCS).

An alternate contact will be provided to Applicants by email upon completion of the initial screening conducted by the PCS Procurement Manager.

1.3. Procurement Schedule

All dates are subject to change at HHSC's discretion. Applications must be received by the HHSC Point of Contact identified in subsection 1.2. by the enrollment closing period provided in the Procurement Schedule below. Late applications will be deemed non-responsive and will not be considered.

Procurement Schedule	
Open Enrollment Period Opens	05/27/16
Open Enrollment Period Closes	5:00 PM CST

Procurement Schedule	
	07/12/2016
HUB Vendor Teleconference	9:00 AM CST 06/02/16
HHSC Post Awards to <u>Electronic State Business Daily (ESBD)</u>	As contracts are executed
Anticipated Contract Start Date	7/1/16

1.4. Background

- **Overview of the Health and Human Services Commission (HHSC)**

Since 1991, the Texas Health and Human Services Commission (HHSC) has overseen and coordinated the planning and delivery of health and human service programs in Texas. HHSC is established in accordance with Texas Government Code Chapter 531 and is responsible for the oversight of all Texas health and human service agencies (HHS Agencies). HHSC's chief executive officer is Chris Taylor, Executive Commissioner of Health and Human Services.

As a result of the consolidation pursuant to the 78th Texas Legislature, Regular Session (2003), House Bill 2292, some of the contracting and procurement activities for the HHS Agencies have been assigned to the Procurement and Contracting Services (PCS) Division of HHSC. As such, PCS will administer the initial stages of the procurement process, including enrollment announcement and publication, handling of communications from the applicant, as well as managing the receipt and handling of valid applications.

- **Project Overview**

In December 2014, the Sunset Commission issued the recommendation that HHSC consolidate the women's health care programs in order to improve service and efficiency for clients and providers. This included the recommendation to consolidate the existing Texas Women's Health Program (TWHP) at HHSC and the Expanded Primary Health Care (EPHC) Program at DSHS into one program and division at HHSC. On July 1, 2016, HHSC will consolidate the TWHP and EPHC into the Healthy Texas Women (HTW) Program. The HTW Program is comprised of two components, one that is within the scope of this open enrollment and one that is not.

The first component is the HTW Fee-for-Service Program, **which is not within the scope of this open enrollment**. The HTW Fee-for-Service Program is patterned after the current Texas Women's Health Program. As such, any qualified Medicaid provider in Texas, who has completed the TWHP/HTW certification process, may be reimbursed for services in accordance with the "Healthy Texas Women Program Reimbursable Procedure Codes", which are contained in Appendix A for informational purposes only. In the HTW Fee-for-Service Program, client eligibility is determined by HHSC and fee-for-service claims will be processed by the Texas Medicaid Healthcare Partnership.

Services in the HTW Fee-for-Service Program will be preventive health, medical, counseling, and educational services that assist low-income Texan women to manage their fertility and achieve optimal reproductive and general health and include, but are not limited to, the following services: pelvic examinations, contraceptive services (pregnancy prevention and birth spacing), pregnancy testing and counseling, sexually transmitted infection services, breast and cervical cancer screenings and diagnostic services, immunizations, cervical dysplasia treatment, and other preventive services.

The second component of the HTW Program, **which is within the scope of this open enrollment**, is the cost reimbursement component, which is discussed further in Section 2 of this open enrollment. The services provided under the cost reimbursement component of the HTW Program do not include direct client care services provided through the HTW Fee-for-Service Program; however, the services being procured in this open enrollment are directly related, and limited, to the clients served through the HTW Fee-for-Service Program and women that are deemed presumptively eligible for the HTW Fee-for-Service Program.

The women eligible to participate in the HTW Fee-for-Service Program include women who are:

- Age 15 ≤ 44;
- At or below 200% of the Federal Poverty Level (FPL);
- U.S. citizens/legal immigrants; and
- Not Pregnant.

Eligibility determinations are made through the Texas Integrated Eligibility Redesign System (TIERS).

1.5. Eligible Applicants

To be eligible to apply for a contract and receive an award through this open enrollment, Applicants must be:

- free to participate in state contracts and not be debarred by the Texas Comptroller of Public Accounts:
http://comptroller.texas.gov/procurement/prog/vendor_performance/debarred/
- free to participate in federal contracts with the System of Award Management (SAM). Applicant is ineligible to apply for funds under this OE if currently debarred, suspended, or otherwise excluded or ineligible for participation in Federal or State assistance programs. Search the federal excluded list at the following website:
<https://www.sam.gov/portal/public/SAM/>
- determined to be “Active” by the Texas Comptroller of Public Accounts:
<http://www.cpa.state.tx.us/taxinfo/coasintr.html>;
- located in Texas and have a Texas business address; and
- a current Texas Women's Health Program provider or be eligible to provide Texas Women's Health Program services or be an Applicant that:

- a. does not perform or Promote Elective Abortions;
- b. is not an Affiliate of an entity or individual that performs or Promotes Elective Abortions;
- c. meets these requirements throughout the procurement process and throughout the term of the awarded contract; and
- d. is a Medicaid provider in accordance with Title 1, Texas Administrative Code, Part 15, Chapter 352, or must have submitted a Texas Medicaid Provider Enrollment Application.

NOTE: To demonstrate eligibility to respond to this open enrollment, Applicant must include the Texas Provider Identifier (TPI) and the National Provider Identifier (NPI) for each clinic site that will provide HTW Program services on Form K-1. If a clinic site does not have a TPI or NPI, the Applicant must provide the date the Texas Medicaid Provider Enrollment Application was submitted on Form K-1. Applicants can learn more about the Texas Medicaid Provider Enrollment process by referring to the TMHP website.

1.6. Strategic Elements

- **Contract Type and Term**

HHSC will award one or more contracts for the HTW cost reimbursement component of the HTW Program. The initial resulting contract term will be July 1, 2016 and will terminate on August 31, 2017. HHSC reserves the option to amend the term of the resulting contract for up to two additional two-year terms, or as necessary to complete the mission of the procurement.

- **Contract Elements**

The term "contract" means the contract awarded as a result of this open enrollment, which includes the signature document and all attachments thereto, HHSC's Uniform Terms and Conditions Version 2.12 (UTCs), the HHSC Special Conditions, this open enrollment, and the successful Applicants' respective proposals. The UTCs are contained in Appendix B and the HHSC Special Conditions are contained in Appendix C. Additionally, a contract resulting from this open enrollment will be subject to HHSC's Data Use Agreement (DUA), which will be incorporated into the contract.

HHSC reserves the right to negotiate additional contract terms and conditions. Applicants are responsible for reviewing the UTCs and HHSC Special Conditions and noting any exceptions on the Applicant Information and Disclosures form.

1.7. External Factors

External factors may affect the project, including budgetary and resource constraints. Any contract resulting from the open enrollment is subject to the availability of state. As of the issuance of this open enrollment, HHSC anticipates that budgeted funds will be available to reasonably fulfill the project requirements. If, however, funds are not available, HHSC

reserves the right to withdraw the open enrollment or terminate the resulting contract without penalty.

1.8. Legal and Regulatory Constraints

1.8.1 Delegation of Authority

State and federal laws generally limit HHSC's ability to delegate certain decisions and functions to a contractor, including but not limited to: (1) policy-making authority; and (2) final decision-making authority on the acceptance or rejection of contracted services.

1.8.2 Conflicts of Interest

A conflict of interest is a set of facts or circumstances in which either an Applicant or anyone acting on its behalf in connection with this procurement has past, present or currently planned personal, professional or financial interests or obligations that, in HHSC's determination, would actually or apparently conflict or interfere with the Applicant's contractual obligations to HHSC. A conflict of interest would include circumstances in which a party's personal, professional or financial interests or obligations may directly or indirectly:

- make it difficult or impossible to fulfill its contractual obligations to HHSC in a manner that is consistent with the best interests of the State of Texas;
- impair, diminish or interfere with that party's ability to render impartial or objective assistance or advice to HHSC; or
- provide the party with an unfair competitive advantage in future HHSC procurements.

Neither the Applicant nor any other person or entity acting on its behalf, including but not limited to subcontractors, employees, agents and representatives, may have a conflict of interest with respect to this procurement. Before submitting a proposal, Applicants should carefully review the UTC's and HHSC Special Conditions for additional information concerning conflicts of interests.

An Applicant must certify that it does not have personal or business interests that present a conflict of interest with respect to the open enrollment and resulting contract (see Required Certifications Form). Additionally, if applicable, the Applicant must disclose all potential conflicts of interest. The Applicant must describe the measures it will take to ensure that there will be no actual conflict of interest and that its fairness, independence and objectivity will be maintained (see the Respondent Information and Disclosure Form). HHSC will determine to what extent, if any, a potential conflict of interest can be mitigated and managed during the term of the contract. **Failure to identify potential conflicts of interest may result in HHSC's disqualification of a proposal or termination of the contract.**

1.8.3 Former Employees of a State Agency

Applicants must comply with Texas laws and regulations relating to the hiring of former state employees (see e.g., Texas Government Code §572.054). Such “revolving door” provisions generally restrict former agency heads from communicating with or appearing before the agency on certain matters for two years after leaving the agency. The revolving door provisions also restrict some former employees from representing clients on matters that the employee participated in during state service or matters that were in the employees’ official responsibility.

As a result of such laws and regulations, an Applicant must certify that it has complied with all applicable laws and regulations regarding former state employees (see the Required Certifications form). Furthermore, an Applicant must disclose any relevant past state employment of the Applicant’s or its subcontractors’ employees and agents in the Respondent Information and Disclosure form.

1.8.4 Interpretive Conventions

Whenever the terms “shall,” “must,” or “is required” are used in this open enrollment in conjunction with a specification or performance requirement, the specification or requirement is mandatory.

Whenever the terms “can,” “may,” or “should” are used in this open enrollment in conjunction with a specification or performance requirement, the specification or performance requirement is a desirable, but not mandatory, requirement.

1.9. HHSC Amendments and Announcements Regarding this Open Enrollment

HHSC will post all official communication regarding this open enrollment to the Electronic State Business Daily (ESBD). HHSC reserves the right to revise the open enrollment at any time. Any changes, amendments, or clarifications will be made in the form of written responses to Applicant questions, amendments, or addenda issued by HHSC on the ESBD. Applicants should check the website frequently for notice of matters affecting the open enrollment. To access the website, go to the [ESBD search](#) page and enter a search for this procurement.

1.10. Amendments and Announcements Regarding this Open Enrollment

HHSC will post all official communication regarding this open enrollment on the [Electronic State Business Daily \(ESBD\)](#). HHSC reserves the right to revise the open enrollment at any time and to make unilateral amendments to correct grammar, organization and clerical errors. It is the responsibility of each Applicant to comply with any changes, amendments, or clarifications posted to the [ESBD](#). Applicant must check the [ESBD](#) frequently for changes and notices of matters affecting this open enrollment.

Applicant's failure to periodically check the ESBD will in no way release the Applicant from "addenda or additional information" resulting in additional costs to meet the requirements of the open enrollment.

All questions and comments regarding this open enrollment must be sent to the HHSC Point of Contact identified in subsection 1.2. Questions must reference the appropriate page and section number. HHSC's will post subsequent answers to questions to the ESBD as appropriate. HHSC reserves the right to amend answers prior to the open enrollment closing date.

Applicants should notify HHSC of any ambiguity, conflict, discrepancy, omission or other error in the open enrollment.

1.11. Delivery of Notices

Any notice required or permitted under this announcement by one party to the other party must be in writing and correspond with the contact information noted in subsection 1.2. of this open enrollment. At all times, Applicant will maintain and monitor at least one active email address for the receipt of Application-related communications from HHSC. It is the Applicant's responsibility to monitor this email address for Application-related information.

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2. SCOPE OF WORK

2.1. Project Scope

Activities under contracts resulting from this open enrollment must be directly related to support services that enhance services provided by an Applicant to a client under the HTW Fee-for-Service Program. Support services include, but are not limited to:

- (1) Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
- (2) Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;
- (3) Staff development and training related to HTW Fee-for-Service Program service delivery; and
- (4) Client and community-based educational activities related to the HTW Program.

Applicants must provide the following program components in the provision of its identified support services: (1) Program Administration and Management; (2) Quality Assurance/Quality Improvement; (3) Professional Development; (4) Recruitment; and (5) Long-Acting Reversible Contraception Usage. Applicants must complete the Work Plan required on Form I and describe how it intends to meet each element of the required program components:

NOTE: A client will have an HTW identification number.

Program Component 1 - Program Administration and Management

Applicants must:

- A. Identify the services it proposes to provide;
- B. Identify the Priority Population to be served;
- C. Describe organizational workforce, support systems (training, research, financial and administrative systems, technical assistance and support, etc.), and other infrastructure available to achieve service delivery and policy-making activities;
- D. Include a copy of the Institutional Review Board's approval if the applicant is currently conducting research on individuals who receive services through any HHSC-funded programs; and
- E. Provide an organizational Chart;
- F. Provide job descriptions for the following key employees related to the HTW Program, i.e., Medical Director, Clinical/Program Director, eligibility and billing staff, and clinicians; and
- G. Describe how it will design, implement, and monitor the HTW Program budget in order to ensure the provision of support services to clients throughout the entirety of the contract term.

Program Component 2 - Quality Assurance/Quality Improvement

Applicant must:

1. Describe internal Quality Assurance/Quality Improvement (QA/QI) management and processes utilized to monitor services. Identify staff that participate in the QA/QI process and who is responsible for ensuring QA/QI policies and procedures are updated. Applicant must include job titles and qualifications of the identified individuals; and
2. At a minimum, provide the following information:
 - a. Medical Director's involvement in the QA/QI activities;
 - b. Activities used to identify trends of needed improvement and the frequency of those activities;
 - c. Activities to ensure correction and follow-up to findings identified;
 - d. Use and frequency of client satisfaction surveys;
 - e. System used to identify, report, and monitor adverse outcomes; and
 - f. Process used to develop and monitor use of Protocols and Standing Delegation Orders, including the staff involved in the process.

Program Component 3 - Professional Development

Applicant must:

- A. Describe how Applicant will ensure health care professionals provide HTW Program services competently and with sensitivity to diverse client cultures; and
- B. Identify staff, including job titles that will attend HHSC required trainings.

NOTE: Contractor(s) may attend HHSC-required trainings in person or participate remotely. Trainings may include, but are not limited to, webinars, conference calls, and in person trainings.

Program Component 4 – Recruitment

Applicant must describe how it will ensure Outreach, In-reach, and education to the Priority Population will be accomplished in every county of the proposed target service area(s) identified in Form B.

Program Component 5 - Long-Acting Reversible Contraception (LARC) Usage:

Applicant must:

- A. Describe which LARC methods will be provided at Applicant's clinic(s) and which LARC methods will be provided by referral only;
- B. Describe efforts Applicant will use to educate clients about LARC usage and efforts to increase LARC utilization rates in the Priority Population; and
- C. Describe professional development opportunities that Applicant will employ for staff related to LARC utilization and education.

For each Program Component, Applicant must propose on Form I at least one goal and corresponding objective to achieve the goal(s) including a description of the activities necessary to meet the goal. Additionally, Applicant must:

- a. Describe how it will ensure activities are reasonable, achievable, and measurable. Identify what is expected to be accomplished during the contract period.
- b. List methodologies/activities in the chronological sequence that will be used to achieve each objective;
- c. Indicate the name or position of the person primarily responsible for ensuring the completion of each activity.
- d. Define the time frame for accomplishing each objective/activity.
- e. Describe in specific terms how Applicant will evaluate each activity. For example, "client services data, pre/post assessments of educational sessions, client interviews/surveys, etc."

2.2. Assessment Narrative

Applicant must perform an assessment of the community and Priority Population Applicant intends to serve. Applicant must identify the data sources, e.g. Census Data, used in completing this assessment and the date(s) the assessment(s) was conducted.

Applicant must complete the Assessment Narrative contained in Form J and provide a description of the community that will be served by the Applicant's provision of support services in the HTW Program. Applicant's assessment must provide information describing the:

- A. Geographic boundaries of the community (urban or rural, physical environment);
- B. General demographic data (age, gender, ethnicity, etc.);
- C. General socioeconomic data (per capita income, poverty levels, unemployment, occupational data, etc.);
- D. General description of community-wide health status (e.g., key morbidity/mortality statistics); and
- E. Priority Population for Applicant's project, including:
 1. Geographic service area (See Form B);

NOTE: For a county to be considered a part of a clinic's designated service area: (1) there must be a clinic located in the county; or (2) at least five percent (5%) of the clinic population served in the previous 12-month period must have resided in the county.

2. Characteristics of Priority Population (including demographic and socioeconomic data specific to each population);
 3. Priority Population health status (including population data related to health indicators, behavioral data, associated risk factors, and community opinion data); and
 4. Current population served (characteristics, population data, numbers of individuals currently served, types and numbers of services provided).
- F. Applicant must identify gaps in resources and potential barriers to improving health status in the community and how Applicant's support services will address these issues.

2.3. Clinic Site Readiness

Applicant must complete a Clinic Site Readiness (Form K) assessment for each clinic site that will provide HTW support services funded through this open enrollment.

The Clinic Site Readiness Assessment must address the following:

- A. Appropriate signage;
- B. Space for clinical and administrative functions;
- C. Secure storage of records and medical supplies;
- D. Disposal of medical waste;
- E. CLIA certification;
- F. Accessibility;
- G. Emergency policies;
- H. Interpreter policies;
- I. Compliance with ADA; and
- J. Financial management systems.

Applicant must also provide the requisite "Clinic Site Information" and "Clinic Hours and Services" information contained on Form K-1 for each clinic that will provide HTW services funded through this open enrollment.

2.4. Staff Development Plan

Applicant must conduct staff development activities to ensure staff has the knowledge, skills and abilities to provide HTW services and meet the required Program Components. Applicant must provide a comprehensive Staff Development Plan (see Form L), that addresses the following:

- A. Identification of personnel responsible for coordinating staff development activities including job titles and qualifications for each person identified;
- B. Identification of specific training for eligibility and billing staff;
- C. A description of how training needs assessments are conducted and how staff training activities are tied to quality management review findings; and
- D. A description of procedures and documentation for staff annual performance review. Applicant must specify how the staff development plan incorporates review outcomes to further develop knowledge, skills, and abilities to provide HTW services.

Applicant must also develop a "Staff Development Training Calendar" in accordance with the following requirements (see Form L-1):

- A. Training twice a year on current LARC practice guidelines. However, if specific LARC methods are provided through referral only, Applicant must include this information in the Staff Development Plan and Applicant will be exempted from this training requirement for that specific LARC method;
- B. At least one training for frontline staff on HTW Program objectives, program eligibility, and HTW services to ensure clear communication to clients and presumptively eligible clients on Women's Health Services and Family Planning Services offered through the HTW Program; and
- C. Training twice a year to staff on HTW eligibility screening and HTW Program application procedures.

2.5. Community Education/Program Promotion Plan

Applicant must develop and implement an annual plan (Form M) to provide community education and program promotion to:

- A. Inform the public of its purpose and services;
- B. Enhance community understanding of its objectives;
- C. Disseminate basic Women's Health Services and Family Planning Services education including the benefits of LARC;
- D. Enlist community support; and
- E. Recruit potential clients for the HTW Program.

The plan must be based on an assessment of the needs of the community required in subsection 2.2, above.

The Community Education/Program Promotion Plan must be comprehensive and it must describe each of the following topics:

1. Applicant's HTW Program promotion/education/Outreach plan for the contract period; and
2. Applicant's community education/HTW Program promotion collaborative efforts carried out in conjunction with other health care providers or social service agencies in its service area. Applicant must include a description of the Outreach plan detailing media releases and Outreach strategies for marketing the Applicant to the community.

Applicant must provide a calendar of its community education/HTW Program promotion for the contract period. The calendar must include information regarding topics, presentation-dates, locations, and presenters.

2.6. Reporting Requirements

Contractors must adhere to the following reporting requirements to ensure contract obligations have been met. The reports will assist HHSC with tracking progress towards objectives; evaluating and validating performance; ensuring adherence to policy; and ensuring availability and access to services.

HHSC may review, approve, or require modifications to the reporting requirements at its discretion. The agreed upon format will be determined prior to submission of the required report. Contractors will be provided with reporting templates post-award.

Applicant must develop goals and objectives as required in Form I, "Work Plan." Selected contractors will be required to report on whether they attained the goals and objectives they identified on Form I on an annual basis.

Program Component	Reporting Period	Reporting Due Date
1. Program Administration and Management Update	Annually	On or before September 30, 2017.
2. Quality Assurance/Quality Improvement	Annually	On or before September 30, 2017.
3. Professional Development	Annually	On or before September 30, 2017.
4. Recruitment	Annually	On or before September 30, 2017.
5. Long-Acting Reversible Contraception (LARC) Usage	Annually	On or before September 30, 2017.

Contractors will be required to report on Staff Development activities included in the Staff Development calendar on an annual basis. The information contained in these reports must,

at a minimum, include: topic, presenter (including credentials if applicable), dates, location, and the number of attendees.

Staff Development	Reporting Period	Reporting Due Date
Description of Staff Development Activities.	Annually	On or before September 30, 2017

Contractors will be required to report on community education and program promotion activities by providing a Community Education/Program Promotion calendar in accordance with requirements set forth in Form M, "Community Education/Program Promotion Plan. Selected contractors are required to report on activities included in their Community Education/HTW Program Promotion calendar on an annual basis. The information contained in these reports must, at a minimum, include: topics, presenter (including credentials if applicable), dates, location, and the number of attendees.

Community Education/Program Promotion	Reporting Period	Reporting Due Date
Description of Community Education/Program Promotion Activities.	Annually	On or before September 30, 2017

2.7. Budget Requirements and Monthly Cost Reimbursement Process

A. Projected Budget Requirements:

In accordance with the requirements contained in Forms F, F-1 through F-7, Applicant must develop a categorical budget, where costs may be allocated to any of the following categories the Applicant identifies during its budget development process:

1. Personnel
2. Fringe Benefits
3. Travel
4. Equipment
5. Supplies
6. Contractual
7. Other
8. Indirect Costs

NOTE: Indirect costs are costs incurred for a common or joint purpose benefiting more than one project or cost objective of Applicant's organization and not readily identified with a particular project or cost objective. Typical examples of Indirect Costs may include general administration and general expenses, such as salaries and expenses of executive officers; personnel administration and accounting; depreciation or use allowances on buildings and equipment; and costs of operating and maintaining facilities.

The Applicant must base the budget and funding request on the Scope of Work.

Applicant must separately identify value-added benefits, cost-savings and cost-avoidance methods and measures, and the effect of such methods on the budget, requested funding, and Scope of Work.

B. Monthly Cost Reimbursement Process

HTW contractors will seek reimbursement for project costs by submitting monthly vouchers for expenses outlined in a categorical budget approved by HHSC as required for the cost reimbursement portion of the HTW Program.

HTW funds will be disbursed to contractors through a voucher system as expenses are incurred during the contract term.

Reimbursement must be requested by using a purchase voucher and providing supporting documentation. Vouchers and supporting documentation must be submitted monthly, within 30 days following the end of the month in which the costs were incurred.

Program income from the HTW Fee-for-Service Program claims payment must be expended before HTW cost reimbursement funds are requested through the voucher process. Contractors will be required to submit monthly vouchers even if program income equals or exceeds program expenses. When program expenses exceed program income, the monthly voucher will result in a payment up to the not-to-exceed amount of the contract.

2.8. Funding Request and Clients Served

On (Form H), an Applicant must estimate the projected amount of cost reimbursement funding needed, which must be based on the total cost of providing support services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service Program clients. Applicant must estimate the number of Unduplicated Clients that will be served during the term of the contract.

NOTE: Contractors who, at the time of contract commencement, are not yet enrolled as Texas Medicaid Providers for the HTW Program will be allowed to provide support services for clients and women deemed presumptively eligible for participation in the HTW Program. The services may only be provided in clinics that are assessed to be ready on Form K. All direct clinical services provided that qualify for payment under the HTW Fee-for-Service Program must, upon enrollment as a Texas Medicaid Provider, be charged to the HTW Fee-for-Service portion of the HTW Program prior to a contractor seeking reimbursement under the contract resulting from this procurement. In the event those services are not paid under the HTW Fee-for-Service portion of the HTW Program, a contractor may then submit those costs for reimbursement under the contract resulting from this procurement.

2.9. Service Delivery Area(s)

The geographic area to be served is statewide consisting of HHSC's Regions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11.

2.10. Goals and Performance Measures

Applicant must develop goals and objectives as required in Form I, "Work Plan." Contractors will be required to report on whether they attained the goals and objectives they identified on Form I on an annual basis (See subsection 2.6. of this open enrollment).

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3. HISTORICAL UTILIZATION

3.1. Historical Utilization

- The table below is an estimate of the number of women at or below 200% of the Federal Poverty Level (FPL). It provides a rough estimate of the need for services statewide. For county level data, see Appendix E.

Region	Women Eligible for Family Planning Services	
	Number	Percent
Texas, all Regions	4,798,259	100%
Region 1	159,586	3.3%
Region 2	96,222	2.0%
Region 3	1,179,889	24.6%
Region 4	203,866	4.2%
Region 5	141,350	2.9%
Region 6	1,111,372	23.2%
Region 7	523,803	10.9%
Region 8	500,004	10.4%
Region 9	98,785	2.1%
Region 10	209,231	4.4%
Region 11	574,151	12.0%

3.2. Method of Allocation

Total funding available under this solicitation is \$18,000,000.

Funding award decisions will be based on available funds, a regional assessment of women at or below 200 percent of the Federal Poverty Level (FPL), Applicant readiness, and proposed number of Clients to be served by the Applicant. HHSC will give Applicants that provide services in the identified underserved counties, priority in funding determinations. The underserved counties include: Bell, Cameron, Comal, Hays, Hidalgo, Hill, Lubbock, McLennan, Potter, Randall, Starr, Travis, Webb, Williamson, and Zapata.

Region	HTW Funding
Texas, all Regions	\$18,000,000
Region 1	\$598,665
Region 2	\$3,60,963
Region 3	\$4,426,189
Region 4	\$764,775
Region 5	\$530,255
Region 6	\$4,169,157

Region 7	\$1,964,974
Region 8	\$1,875,695
Region 9	\$370,578
Region 10	\$784,901
Region 11	\$2,153,847

NOTE: During the term of the contract(s) awarded as a result of this open enrollment, HHSC reserves the right to distribute or redistribute funds in any manner HHSC deems necessary.

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4. HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)

It is the policy of the Health and Human Services' (HHS) HUB Program Office to include the HUB Subcontracting Plan (HSP), when subcontracting opportunities are probable and a contract has an expected value of \$100,000 or more over and the HSP is applicable for the life of the contract including any subsequent amendments and renewals related to the original HSP.

In addition to, and in accordance with, Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B, Rule §20.14, when the contractor is selected and decides to subcontract any part of the contract after the award, as a provision of the contract, the contractor must comply with the HSP provisions relating to developing and submitting a revised HSP before any modifications or performance in the awarded contract involving subcontracting can be authorized by the state agency.

HHSC has determined that subcontracting opportunities are probable for this Application. As a result, the Applicant must submit an HSP with its Application. The HSP is required whether an Applicant intends to subcontract or not.

In accordance with Texas Government Code §2161.252, an Application that does not contain a HUB Subcontracting Plan (HSP) is non-responsive and will be rejected without further review. In addition, **if HHSC determines that the HSP was not developed in good faith, it will reject the Application for failing to comply with material Application specifications.**

4.1. Introduction

The sole point of contact for HUB inquiries:

**Texas Health and Human Services Commission
John Wesley Smith, HUB Coordinator
Phone: (512) 406-2536
E-mail: John.Wesley.Smith@hhsc.state.tx.us**

HHSC is committed to promoting full and equal business opportunities for businesses in state contracting in accordance with the goals specified in the State of Texas Disparity Study. HHSC encourages the use of Historically Underutilized Businesses (HUBs) through race, ethnic and gender-neutral means. HHSC has adopted administrative rules relating to HUBs and a Policy on the Utilization of HUBs which is located on HHSC's website. Pursuant to Texas Government Code §2161.181 and §2161.182 and HHSC's HUB policy and rules, HHSC is required to make a good faith effort to increase HUB participation in its contracts. HHSC may accomplish the goal of increased HUB participation by contracting directly with HUBs or indirectly through subcontracting opportunities.

4.2. HHSC's Administrative Rules

HHSC has adopted the Comptroller of Public Accounts' (CPA) HUB rules as its own. HHSC's rules are located in the Texas Administrative Code Title 1, Part 15, Chapter 391, Subchapter G and the CPA rules are located in Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B. If there are any discrepancies between HHSC's administrative rules and this open enrollment, the rules shall take priority.

4.3. Statewide Annual HUB Utilization Goal

The CPA has established **statewide annual HUB utilization goals** for different categories of contracts in Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B, §20.13 of the HUB rules. In order to meet or exceed the **statewide annual HUB utilization goals**, HHSC encourages Outreach to certified HUBs. Contractors shall make a good faith effort to include certified HUBs in the procurement process. This procurement is classified as an **All Other Services** procurement under the CPA rule and therefore has a **statewide annual HUB utilization goal of 26.0%** per fiscal year.

4.4. Required HUB Subcontracting Plan

In the HSP, an Applicant must indicate whether it is a Texas certified HUB. Being a certified HUB does not exempt an Applicant from completing the HSP requirement.

HHSC shall review the documentation submitted by the Applicant to determine if a good faith effort has been made in accordance with open enrollment and HSP requirements. During the good faith effort determination, HHSC may, at its discretion, allow revisions necessary to clarify and enhance information submitted in the original HSP.

If HHSC determines that the Applicant's HSP was not developed in good faith, the HSP will be considered non-responsive and will be rejected as a material failure to comply with advertised specifications. The reasons for rejection shall be recorded in the procurement file.

4.5. CPA Centralized Master Bidders List

Applicants may search for HUB subcontractors in the CPA's Centralized Master Bidders List (CMBL) HUB Directory, which is located on the CPA's website at <http://www2.cpa.state.tx.us/cmbl/cmblhub.html>. For this procurement, HHSC has identified the following class and item codes for potential subcontracting opportunities:

National Institute of Governmental Purchasing (NGIP) Class/Item Code(s):

- 924-16: Laboratory Testing Services
- 918-88: Quality Assurance Services
- 948-47: Care Center Services, Health
- 948-48: Drug Monitoring Services, International; Ethics & Code of conduct, Medical, Euthanasia; Faith Healers
- 948-55: Laboratory Services; Non-Physician
- 948-74: Physician Professional Services

- **952-62: Mental Health Services**
- **952-88: Teen Pregnancy Services**
- **952-42: Family Planning**

Applicants are not required to use, nor are they limited to using, the class and item codes identified above, and may identify other areas for subcontracting. However, the NIGP class/item codes are preferred with all Applications.

HHSC does not endorse, recommend nor attest to the capabilities of any company or individual listed on the CPA's CMBL. The list of certified HUBs is subject to change, so Applicants are encouraged to refer to the CMBL often to find the most current listing of HUBs.

4.6. HUB Subcontracting Procedures – If an Applicant Intends to Subcontract

An HSP must demonstrate that the Applicant made a good faith effort to comply with HHSC's HUB policies and procedures. The following subparts outline the items that HHSC will review in determining whether an HSP meets the good faith effort standard. An Applicant that intends to subcontract must complete the HSP to document its good faith efforts.

- Identify Subcontracting Areas and Divide Them into Reasonable Lots

An Applicant should first identify each area of the contract work it intends to subcontract. Then, to maximize HUB participation, it should divide the contract work into reasonable lots or portions, to the extent consistent with prudent industry practices.

- Notify Potential HUB Subcontractors

The HSP must demonstrate that the Applicant made a good faith effort to subcontract with HUBs. The Applicant's good faith efforts shall be shown through utilization of all methods in conformance with the development and submission of the HSP and by complying with the following steps:

Divide the contract work into reasonable lots or portions to the extent consistent with prudent industry practices. The Applicant must determine which portions of work, including goods and services, will be subcontracted.

Select the appropriate method(s) to demonstrate good faith effort. The Applicant can use either method(s) 1, 2, 3, 4 or 5:

A. Method 1: Applicant Intends to Subcontract with only HUBs:

The Applicant must identify in the HSP the HUBs that will be utilized and submit written documentation that confirms 100% of all available subcontracting opportunities will be performed by one or more HUBs; **or**

B. Method 2: Applicant Intends to Subcontract with HUB Protégé(s):

The Applicant must identify in the HSP the HUB Protégé(s) that will be utilized and should:

- Include a fully executed copy of the Mentor Protégé Agreement, which must be registered with the CPA prior to submission to HHSC; and
- Identify areas of the HSP that will be performed by the Protégé.

HHSC will accept a Mentor Protégé Agreement that has been entered into by an Applicant (Mentor) and a certified HUB (Protégé) in accordance with Texas Government Code §2161.065. When an Applicant intends to subcontract with a Protégé(s), it does not need to provide notice to three (3) HUB vendors for that subcontracted area.

Participation in the Mentor Protégé Program, along with the submission of a Protégé as a subcontractor in an HSP, constitutes a good faith effort for the particular area subcontracted to the protégé; or

C. Method 3: Applicant Intends to Subcontract with HUBs and Non-HUBs (Meet or Exceed the Goal):

The Applicant must identify in the HSP and submit written documentation that one or more HUB subcontractors will be utilized and that the aggregate expected percentage of subcontracts with HUBs will meet or exceed the goal specified in this open enrollment. When utilizing this method, only HUB subcontractors that have existing contracts with the Applicant for five years or less may be used to comply with the good faith effort requirements.

When the aggregate expected percentage of subcontracts with HUBs meets or exceeds the goal specified in this open enrollment, Applicants may also use non-HUB subcontractors; or

D. Method 4: Applicant Intends to Subcontract with HUBs and Non-HUBs (Does Not Meet or Exceed the Goal):

The Applicant must identify in the HSP and submit documentation regarding both of the following requirements:

Written notification to trade organizations and/or development centers to assist in identifying potential HUBs of the subcontracting opportunities the Applicant intends to subcontract. Applicants must give trade organizations and/or development centers at least seven (7) working days prior to submission of the Applicant's Application for dissemination of the subcontracting opportunities to their members. A list of trade organizations and/or development centers is located on CPA's website under the Minority and Women Organization Links.

- Written notification to at least three (3) HUB businesses of the subcontracting opportunities that the Applicant intends to subcontract. The written notice must be sent to potential HUB subcontractors prior to submitting Applications and must include:

- a description of the scope of work to be subcontracted;
 - information regarding the location to review project plans or specifications;
 - information about bonding and insurance requirements;
 - required qualifications and other contract requirements; and
 - a description of how the subcontractor can contact the Applicant.
- Applicants must give potential HUB subcontractors a reasonable amount of time to respond to the notice, at least seven (7) working days prior to submission of the Applicant's Application unless circumstances require a different time period, which is determined by the agency and documented in the contract file.
- Applicants must also use the CMBL, the HUB Directory, and Internet resources when searching for HUB subcontractors. Applicants may rely on the services of contractor groups, local, state and federal business assistance offices, and other organizations that provide assistance in identifying qualified applicants for the HUB program.
- Written Justification of the Selection Process

HHSC will make a determination if a good faith effort was made by the Applicant in the development of the required HSP. One or more of the methods identified in the previous sections may be applicable to the Applicant's good faith efforts in developing and submission of the HSP. HHSC may require the Applicant to submit additional documentation explaining how the Applicant made a good faith effort in accordance with the open enrollment.

An Applicant must provide written justification of its selection process if it chooses a non-HUB subcontractor. The justification should demonstrate that the Applicant negotiated in good faith with qualified HUB bidders and did not reject qualified HUBs who were the best value applicant.

4.7. Method 5: Applicant Does Not Intend to Subcontract

When the Applicant plans to complete all contract requirements with its own equipment, supplies, materials and/or employees, it is still required to complete an HSP.

The Applicant must complete the "Self-Performance Justification" portion of the HSP, and attest that it does not intend to subcontract for any goods or services, including the class and item codes identified in Section 4.5. In addition, the Applicant must identify the sections of the Application that describe how it will complete the Scope of Work using its own resources or provide a statement explaining how it will complete the Scope of Work using its own resources. The Applicant must agree to comply with the following if requested by HHSC:

- provide evidence of sufficient Applicant staffing to meet the Application requirements;
- provide monthly payroll records showing the Applicant staff fully dedicated to the contract;
- allow HHSC to conduct an on-site review of company headquarters or work site where services are to be performed; and
- provide documentation proving employment of qualified personnel holding the necessary licenses and certificates required to perform the Scope of Work.

4.8. Post-award HSP Requirements

The HSP shall be reviewed and evaluated prior to contract award and, if accepted, the finalized HSP will become part of the contract with the successful Applicant(s).

After contract award, HHSC will coordinate a post-award meeting with the successful Applicant to discuss HSP reporting requirements. The contractor must maintain business records documenting compliance with the HSP and must submit monthly subcontract reports to HHSC by completing the HUB HSP Prime Contractor Progress Assessment. This monthly report is required as a condition for payment to report to the agency the identity and the amount paid to all subcontractors.

As a condition of award, the Contractor is required to send notification to all selected subcontractors as identified in the accepted/approved HSP. In addition, a copy of the notification must be provided to the agency's Contract Manager and/or HUB Program Office within 10 days of the contract award.

During the term of the contract, if the parties in the contract amend the contract to include a change to the scope of work or add additional funding, HHSC will evaluate to determine the probability of additional subcontracting opportunities. When applicable, the Contractor must submit an HSP change request for HHSC review. The requirements for an HSP change request will be covered in the post-award meeting.

When making a change to an HSP, the Contractor will obtain prior written approval from HHSC before making any changes to the HSP. Proposed changes must comply with the HUB Program good faith effort requirements relating to the development and submission of a HSP.

If the Contractor decides to subcontract any part of the contract after the award, it must follow the good faith effort procedures outlined in Section 4 of this open enrollment (e.g., divide work into reasonable lots, notify at least three (3) vendors per subcontracted area, provide written justification of the selection process, and/or participate in the Mentor Protégé Program).

For this reason, HHSC encourages Applicants to identify, as part of their HSP, multiple subcontractors who are able to perform the work in each area the Applicant plans to subcontract. Selecting additional subcontractors may help the selected contractor make changes to its original HSP, when needed, and will allow HHSC to approve any necessary changes expeditiously.

Failure to meet the HSP and post-award requirements will constitute a breach of contract and will be subject to remedial actions. HHSC may also report noncompliance to the CPA in accordance with the provisions of the Vendor Performance and Debarment Program.

5. INFORMATION AND SUBMISSION INSTRUCTIONS

5.1. HUB Vendor Teleconference

HHSC will hold a HUB vendor teleconference call on **June 2, 2016 at 9:00 A.M. (CST)** to discuss **HUB requirements and to review the HUB PowerPoint presentation posted as Package 2 on the Electronic State Business Daily (ESBD) and embedded below.** Please make a copy of the PowerPoint presentation for the teleconference call. Teleconference information: **1-877-226-9790**, access code: **8802578#**. Vendor conference attendance is strongly recommended, but is not required.



5.2. Multiple Applications

An Applicant may only submit one Application as a prime contractor. If an Applicant submits more than one Application, HHSC may reject one or more of the submissions. This requirement does not limit a subcontractor's ability to collaborate with one or more Applicants submitting Applications.

5.3. Use of Subcontractors

Subcontractors providing services under the contract shall meet the same requirements and level of experience as required of the Applicant. No subcontract under the contract shall relieve the Applicant of the responsibility for ensuring the requested services are provided. Applicants planning to subcontract all or a portion of the work to be performed shall identify the proposed subcontractors.

5.4. Open Enrollment Cancellation/Partial Award/Non-Award

At its sole discretion, HHSC may cancel this open enrollment, make partial award, or no awards.

5.5. Right to Reject Applications or Portions of Applications

At its sole discretion, HHSC may reject any and all Applications or portions thereof.

5.6. Joint Applications

HHSC will not consider joint or collaborative Applications that require it to contract with more than one Applicant in a single contract.

5.7. Withdrawal of Applications

Applicants have the right to withdraw their Application from consideration at any time prior to contract award, by submitting a written request for withdrawal to the HHSC Point of Contact, as designated in subsection 1.2.

5.8. Costs Incurred

Applicants understand that issuance of this open enrollment in no way constitutes a commitment by the HHS agency to award a contract or to pay any costs incurred by an Applicant in the preparation of an Application in response to this open enrollment. The HHS agency is not liable for any costs incurred by an Applicant prior to issuance of, or entering into a formal agreement, contract, or purchase order. Costs of developing applications, preparing for or participating in oral presentations and site visits, or any other similar expenses incurred by an Applicant are entirely the responsibility of the Applicant, and will not be reimbursed in any manner by the State of Texas.

5.9. Instructions for Submitting Applications

Applicant should submit the following:

Submit one (1) original and four (4) copies of the Application. An authorized representative must sign the original in ink. In addition, one (1) electronic copy of the entire Application on a USB flash drive compatible with Microsoft Office 2013. USB flash drives must contain all sections of the open enrollment along with the other required documents. The USB drives must be organized with files that correspond to Applicant's Original bound Application. USB should contain copies of all signature documents. The electronic copy must be organized with a file format that corresponds with *Section 5.7, Format and Content*, of the open enrollment. HHSC will not accept PDF format, telephone, or facsimile Applications. Any disparities between the contents of the original printed Application and the electronic Application will be interpreted in favor of HHSC.

Submission

Applicant must submit all copies of the Application to HHSC PCS Division no later than **5:00 PM (CST) on July 12, 2016**. All submissions will be date and time stamped when received by PCS. The clock in the PCS office is the official timepiece for determining compliance with the deadlines in this procurement. HHSC reserves the right to reject late submissions. It is the Applicant's responsibility to appropriately mark and deliver the Application to HHSC by the specified date.

Physical Address for hand delivery and overnight and commercial mail:

Health and Human Services Commission
Attn: Response Coordinator
Procurement and Contracting Services Building
1100 W. 49th St.
Mail Code: 2020
Austin, Texas 78756

All Applications become the property of HHSC after submission.

All Applications must be:

- A. clearly legible
- B. sequentially page-numbered and include the Applicant's name at the top of each page;
- C. organized in the sequence outlined in Section 3.8;
- D. bound in a notebook or cover;
- E. Correctly identified with the open enrollment number and submittal deadline;
- F. responsive to all Application requirements;
- G. Typed on 8 ½" by 11" paper;
- H. In Arial or Times New Roman font, size 12 for normal text, no less than size 10 for tables, graphs and appendices; and

NOTE: Applications may not include materials or pamphlets not specifically requested in this open enrollment.

5.10. Format and Content of Electronic or Paper Submission of Application

The Application should include the Applicant's Business Plan, which contains the following sections:

Section 1 – Executive Summary

Section 2 – Completed Forms A - M-1:

- Form A: Application Table of Contents and Checklist
- Form B: Texas Counties and Regions List Served By Project
- Form C: Contact Person Information
- Form D: **DELETED**
- Form E: **DELETED**
- Form F: Budget Summary & Details
- Form G: Applicant Background
- Form H: Funding Request and Performance Measures
- Form I: Work Plan
- Form J: Assessment Narrative
- Form K: Healthy Texas Women Clinic Site Readiness
- Form K-1: Healthy Texas Women Clinic Sites
- Form L: Staff Development Plan
- Form L-1: Staff Development Training Calendar
- Form M: Community Education/Program Promotion Plan
- Form M-1: Community Education/Program Promotion Calendar

5.10.1 Section 1 -- Executive Summary

In this section, condense and highlight the content of the Business Plan to provide HHSC with a broad understanding of the Applicant's approach to meeting the open enrollment's business requirements. The summary must demonstrate an understanding of HHSC's goals and objectives for this procurement.

A. Financial Capacity

Applicants are not required to submit evidence of financial capacity with their Applications. HHSC reserves the right to request such information at a later date.

B. Corporate Guarantee

If the Applicant is substantially or wholly owned by another corporate (or other) entity, HHSC reserves the right to request that such entity unconditionally guarantee performance by the Applicant in each and every term, covenant, and condition of the contract as executed by the parties.

C. Bonding

HHSC reserves the right to require the Applicant to procure one or more performance, fidelity, payment or other bond, if during the term of the contract; HHSC in its sole discretion determines that there is a business need for such requirement.

5.10.2 Section 2 - Completed Forms A - M-1

Applicants that meet the Initial Compliance Screening requirements must provide the requested information for each form required in this section as it pertains to the support services and program components for the HTW Program being procured in this open enrollment prior to receiving a contract.

5.10.3 Section 3 - HUB Subcontracting Plan

Submit one (1) copy of the HUB Subcontracting Plan (HSP), in accordance with the open enrollment, in a separate sealed envelope, with the Application, labeled: HUB Subcontracting Plan (HSP), and include all supporting documentation in accordance with the HSP.

NOTE: Each individual document requested must be collated; in sequential order; labeled; and submitted as delineated above.

5.10.4. Section 4 - Certifications and Other Required Forms

Applicants must complete and sign the forms listed below prior to receiving a contract resulting from this open enrollment:

- Child Support Certification;

- Debarment, Suspension, Ineligibility, and Voluntary Exclusion of Covered Contracts;
- Required Certifications;
- Federal Lobbying Certification;
- Anti-Trust Certification;
- Respondent Information and Disclosures; and
- Information Security and Privacy Initial Inquiry (SPI)
http://www.hhsc.state.tx.us/about_hhsc/BusOpp/HHS_SPI.pdf

The required forms are also located on HHSC's website, under the HHSC Business Opportunities Webpage. The SPI can be found at:

http://www.hhsc.state.tx.us/about_hhsc/BusOpp/HHS_SPI.pdf. HHSC encourages Applicants to carefully review all of these forms and submit questions regarding their completion prior to the deadline for submitting.

The remainder of this page is intentionally left blank.

6. ELIGIBILITY DETERMINATION

6.1. Initial Compliance Screening

HHSC will perform an initial screening of all Applications received.

If the Application passes the initial screening, the Applicant will be contacted for further instructions or actions.

6.2. Unresponsive Applications

Unless Applicant has taken action to withdraw the Application for this open enrollment, an Application will be considered unresponsive and will not be considered further when any of the following conditions occurs:

6.2.1 The Applicant fails to meet major open enrollment specifications, including:

- A. The Applicant fails to submit the required Application by the closing of the open enrollment period provided in subsection 1.3. of this open enrollment.
- B. The Applicant is not eligible under subsection 1.5. of this open enrollment.

6.2.2 The Application is not signed.

6.3. Corrections to Application

Applicants have the right to amend their Application at any time prior to an unresponsive decision or contract award decision by submitting a written amendment to the HHSC Point of Contact, as designated in subsection 1.2. HHSC may request modifications to the Application at any time.

6.4. Additional Information

By submitting an Application, the Applicant grants HHSC the right to obtain information from any lawful source regarding the Applicant's, its directors', officers', and employees:

- Past business history, practices, and conduct;
- Ability to supply the goods and services; and
- Ability to comply with contract requirements.

By submitting an Application, an Applicant generally releases from liability and waives all claims against any party providing HHSC information about the Applicant. HHSC may take such information into consideration in screening or the validation of information on Applications or supporting documentation.

7. GLOSSARY AND ACRONYMS

TERM	DEFINITION
Affiliate	An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates a common ownership, management, control, franchise, or the granting or extension of a license or other agreement that authorizes the entity to use the other entity's brand name, trademark, service mark, or other registered identification mark.
Applicant	Any individual or entity that submits an application for enrollment pursuant to this open enrollment.
Application	An Application submitted by an Applicant in response to this open enrollment.
Department of State Health Services (DSHS)	The agency responsible for administering physical and mental health-related prevention, treatment, and regulatory programs for the State of Texas.
Elective Abortion	The intentional termination of a pregnancy by an attending physician who knows that the female is pregnant, using any means that is reasonably likely to cause the death of the fetus. The term does not include the use of any such means to terminate a pregnancy that resulted from an act of rape or incest; in a case in which a female suffers from a physical disorder, physical disability, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy, that would, as certified by a physician, place the female in danger of death or risk of substantial impairment of a major bodily function unless an abortion is performed; or in a case in which a fetus has a life-threatening physical condition that, in reasonable medical judgment, regardless of the provision of life-saving treatment, is incompatible with life outside the womb.
Expanded Primary Health Care program (EPHC)	A state-funded health care program that provides primary, preventive, and screening services to women age 18 and older, who are at or below 200 percent of the Federal Poverty Level and are unable to access the same care through other programs.

TERM	DEFINITION
Federal Poverty Level (FPL)	The set minimum amount of income that a family needs for food, clothing, transportation, shelter, and other necessities. In the United States, this level is determined by the Department of Health and Human Services. FPL varies according to household size. The number is adjusted for inflation and reported annually in the form of poverty guidelines.
Family Planning Services	Educational or comprehensive medical activities that enable individuals to determine freely the number and spacing of their children and to select the means by which this may be achieved. These services include contraceptive services, pregnancy testing and counseling, health screenings, preconception health screenings for obesity, smoking, and mental health, and sexually transmitted infection services and screenings.
Indirect Costs	Costs incurred for a common or joint purpose benefiting more than one project or cost objective of Applicant's organization and not readily identified with a particular project or cost objective. Typical examples of Indirect Costs may include general administration and general expenses such as salaries and expenses of executive officers, personnel administration and accounting; depreciation or use allowances on buildings and equipment; and costs of operating and maintaining facilities.
Health Service Region (HSR)	Counties grouped within specified geographic areas for administrative purposes.
Healthy Texas Women Program (HTW Program)	A state-funded program administered by HHSC to provide eligible Uninsured women with Women's Health Services and Family Planning Services.
Healthy Texas Women Fee-for-Service (HTW Fee-for-Service Program)	Women's Health Services and Family Planning Services provided through the HTW Program on a fee-for-service basis through the TMHP system.
In-reach	Activities that are conducted with the purpose of informing and educating women already served by an Applicant's organization about services they are not receiving, but may be eligible to receive in the HTW Program.
Medicaid	Title XIX of the Social Security Act; reimburses for health care services delivered to low-income individuals who meet eligibility guidelines.

TERM	DEFINITION
Outreach	Activities that are conducted with the purpose of informing and educating the community about available HTW Program services and increasing the number of clients served through the HTW Program.
Priority Population	The target population to be served through the HTW Program.
Promote	Advancing, advocating, or popularizing Elective Abortions.
State Fiscal Year	The twelve-month period beginning September 1st and ending August 31st.
Texas Medicaid & Healthcare Partnership (TMHP)	The Texas Medicaid Claims and Primary Care Case Management (PCCM) Administrator.
Texas Women's Health Program (TWHP)	TWHP is the current state-funded program administered by HHSC to provide eligible Uninsured women with women's health and Family Planning Services that is being replaced with the HTW Program.
Unduplicated Client	An HTW Fee-for-Service Program client who is counted only one time during a State Fiscal Year, regardless of the number of visits, encounters, or services they receive in the HTW Program (e.g., one client seen four times during the State Fiscal Year is counted as one Unduplicated Client).
Uninsured	Not having medical insurance or not enrolled in a medical assistance program, such as Medicaid.
Women's Health Services	Preventative health services that are beneficial to a woman's reproductive health including, but not limited to, vaccines and immunizations, breast cancer screening, cervical cancer screening and treatment, and gynecological services including cancer screening or repair of abnormalities.

PROGRAMMATIC ACRONYMS

EPHC	Expanded Primary Health Care
FFS	Fee for Service
FPL	Federal Poverty Level
HSR	Health Service Region
HTW	Healthy Texas Women
PCCM	Primary Care Case Management
QA	Quality Assurance
QI	Quality Improvement
TMHP	Texas Medicaid & Healthcare Partnership
TWHP	Texas Women's Health Program

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PROGRAM FORMS

FORM A: APPLICATION TABLE OF CONTENTS AND CHECKLIST

Legal Business Name
of Applicant: _____

This form is provided as your Table of Contents and to ensure the Application is complete, proper signatures are included, and the required certifications, and attachments have been submitted. Document the page number where indicated on the checklist if Applicant is submitting a paper copy of the Application.

PROGRAM FORMS	DESCRIPTION	Included	Page #
A	Application Table and Contents and Checklist	<input type="checkbox"/>	
B	Texas Counties and Regions List Served by Project	<input type="checkbox"/>	
C	Contact Person Information	<input type="checkbox"/>	
D	DELETED	<input type="checkbox"/>	
E	DELETED	<input type="checkbox"/>	
F	Budget Summary and Details	<input type="checkbox"/>	
G	Applicant Background	<input type="checkbox"/>	
H	Funding Request and Performance Measures	<input type="checkbox"/>	
I	Work Plan	<input type="checkbox"/>	
J	Assessment Narrative	<input type="checkbox"/>	
K	Healthy Texas Women Clinic Site Readiness	<input type="checkbox"/>	
K-1	Healthy Texas Women Clinic Sites	<input type="checkbox"/>	
	*Include submission date for Medicaid application if Applicant is in the process of enrolling in Medicaid	<input type="checkbox"/>	
L	Staff Development Plan	<input type="checkbox"/>	
L-1	Staff Development Training Calendar	<input type="checkbox"/>	
M	Community Education/Program Promotion Plan	<input type="checkbox"/>	
M-1	Community Education/Program Promotion Calendar"	<input type="checkbox"/>	
	Contracting Forms: <u>HHSC Business Opportunities Webpage</u> <ul style="list-style-type: none"> • <u>Child Support Certification;</u> • <u>Debarment, Suspension, Ineligibility, and Voluntary Exclusion of Covered Contracts;</u> • <u>Required Certifications;</u> • <u>Federal Lobbying Certification;</u> • <u>Anti-Trust Certification;</u> • <u>Respondent Information and Disclosures; and</u> • <u>Information Security and Privacy Initial Inquiry (SPI)</u> http://www.hhsc.state.tx.us/about_hhsc/Bus_Opp/HHS_SPI.pdf 	<input type="checkbox"/>	

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REQUIRED FORM	DESCRIPTION	Included	Page #
1	HUB Subcontracting Plan (HSP) HUB Subcontracting Plan (HSP)	<input type="checkbox"/>	

FORM B: TEXAS COUNTIES AND REGIONS LIST SERVED BY PROJECT

Applicant must identify the counties in which it intends to provide the services required under this open enrollment by placing a check-mark or an X in the respective county(ies) box(es).

Counties	<input checked="" type="checkbox"/> R	Counties	<input checked="" type="checkbox"/> R	Counties	<input checked="" type="checkbox"/> R	Counties	<input checked="" type="checkbox"/> R	Counties	<input checked="" type="checkbox"/> R	Counties	<input checked="" type="checkbox"/> R
-A-		Crosby	<input type="checkbox"/>	01 Hays	<input type="checkbox"/>	07 Martin	<input type="checkbox"/>	09 Schleicher	<input type="checkbox"/>	09	
Anderson	<input type="checkbox"/>	04 Culberson	<input type="checkbox"/>	10 Hemphill	<input type="checkbox"/>	01 Mason	<input type="checkbox"/>	09 Scurry	<input type="checkbox"/>	02	
Andrews	<input type="checkbox"/>	09 -D-		Henderson	<input type="checkbox"/>	04 Matagorda	<input type="checkbox"/>	06 Shackelford	<input type="checkbox"/>	02	
Angelina	<input type="checkbox"/>	05 Dallam	<input type="checkbox"/>	01 Hidalgo	<input type="checkbox"/>	11 Maverick	<input type="checkbox"/>	08 Shelby	<input type="checkbox"/>	05	
Aransas	<input type="checkbox"/>	11 Dallas	<input type="checkbox"/>	03 Hill	<input type="checkbox"/>	07 McCulloch	<input type="checkbox"/>	09 Sherman	<input type="checkbox"/>	01	
Archer	<input type="checkbox"/>	02 Dawson	<input type="checkbox"/>	09 Hockley	<input type="checkbox"/>	01 McLennan	<input type="checkbox"/>	07 Smith	<input type="checkbox"/>	04	
Armstrong	<input type="checkbox"/>	01 Deaf Smith	<input type="checkbox"/>	01 Hood	<input type="checkbox"/>	03 McMullen	<input type="checkbox"/>	11 Somervell	<input type="checkbox"/>	03	
Atascosa	<input type="checkbox"/>	08 Delta	<input type="checkbox"/>	04 Hopkins	<input type="checkbox"/>	04 Medina	<input type="checkbox"/>	08 Starr	<input type="checkbox"/>	11	
Austin	<input type="checkbox"/>	06 Denton	<input type="checkbox"/>	03 Houston	<input type="checkbox"/>	05 Menard	<input type="checkbox"/>	09 Stephens	<input type="checkbox"/>	02	
-B-		DeWitt	<input type="checkbox"/>	08 Howard	<input type="checkbox"/>	09 Midland	<input type="checkbox"/>	09 Sterling	<input type="checkbox"/>	09	
Bailey	<input type="checkbox"/>	01 Dickens	<input type="checkbox"/>	01 Hudspeth	<input type="checkbox"/>	10 Milam	<input type="checkbox"/>	07 Stonewall	<input type="checkbox"/>	02	
Bandera	<input type="checkbox"/>	08 Dimmit	<input type="checkbox"/>	08 Hunt	<input type="checkbox"/>	03 Mills	<input type="checkbox"/>	07 Sutton	<input type="checkbox"/>	09	
Bastrop	<input type="checkbox"/>	07 Donley	<input type="checkbox"/>	01 Hutchinson	<input type="checkbox"/>	01 Mitchell	<input type="checkbox"/>	02 Swisher	<input type="checkbox"/>	01	
Baylor	<input type="checkbox"/>	02 Duval	<input type="checkbox"/>	11 -I-		Montague	<input type="checkbox"/>	-T-			
Bee	<input type="checkbox"/>	11 -E-		Irion	<input type="checkbox"/>	09 Montgomery	<input type="checkbox"/>	06 Tarrant	<input type="checkbox"/>	03	
Bell	<input type="checkbox"/>	07 Eastland	<input type="checkbox"/>	02 -J-		Moore	<input type="checkbox"/>	01 Taylor	<input type="checkbox"/>	02	
Bexar	<input type="checkbox"/>	08 Ector	<input type="checkbox"/>	09 Jack	<input type="checkbox"/>	02 Morris	<input type="checkbox"/>	04 Terrell	<input type="checkbox"/>	09	
Blanco	<input type="checkbox"/>	07 Edwards	<input type="checkbox"/>	08 Jackson	<input type="checkbox"/>	08 Motley	<input type="checkbox"/>	01 Terry	<input type="checkbox"/>	01	
Borden	<input type="checkbox"/>	09 Ellis	<input type="checkbox"/>	03 Jasper	<input type="checkbox"/>	05 -N-		Throckmorton	<input type="checkbox"/>	02	
Bosque	<input type="checkbox"/>	07 El Paso	<input type="checkbox"/>	10 Jeff Davis	<input type="checkbox"/>	10 Nacogdoches	<input type="checkbox"/>	05 Titus	<input type="checkbox"/>	04	
Bowie	<input type="checkbox"/>	04 Erath	<input type="checkbox"/>	03 Jefferson	<input type="checkbox"/>	05 Navarro	<input type="checkbox"/>	03 Tom Green	<input type="checkbox"/>	09	
Brazoria	<input type="checkbox"/>	06 -F-		Jim Hogg	<input type="checkbox"/>	11 Newton	<input type="checkbox"/>	05 Travis	<input type="checkbox"/>	07	
Brazos	<input type="checkbox"/>	07 Falls	<input type="checkbox"/>	07 Jim Wells	<input type="checkbox"/>	11 Nolan	<input type="checkbox"/>	02 Trinity	<input type="checkbox"/>	05	
Brewster	<input type="checkbox"/>	10 Fanning	<input type="checkbox"/>	03 Johnson	<input type="checkbox"/>	03 Nueces	<input type="checkbox"/>	11 Tyler	<input type="checkbox"/>	05	
Briscoe	<input type="checkbox"/>	01 Fayette	<input type="checkbox"/>	07 Jones	<input type="checkbox"/>	-O-		-U-			
Brooks	<input type="checkbox"/>	11 Fisher	<input type="checkbox"/>	02 -K-		Ochiltree	<input type="checkbox"/>	01 Upshur	<input type="checkbox"/>	04	
Brown	<input type="checkbox"/>	02 Floyd	<input type="checkbox"/>	01 Karnes	<input type="checkbox"/>	08 Oldham	<input type="checkbox"/>	01 Upton	<input type="checkbox"/>	09	
Burleson	<input type="checkbox"/>	07 Foard	<input type="checkbox"/>	02 Kaufman	<input type="checkbox"/>	03 Orange	<input type="checkbox"/>	05 Uvalde	<input type="checkbox"/>	08	
Burnet	<input type="checkbox"/>	07 Fort Bend	<input type="checkbox"/>	06 Kendall	<input type="checkbox"/>	-P-		-V-			
-C-		Franklin	<input type="checkbox"/>	04 Kenedy	<input type="checkbox"/>	11 Palo Pinto	<input type="checkbox"/>	03 Val Verde	<input type="checkbox"/>	08	
Caldwell	<input type="checkbox"/>	07 Freestone	<input type="checkbox"/>	07 Kent	<input type="checkbox"/>	02 Panola	<input type="checkbox"/>	04 Van Zandt	<input type="checkbox"/>	04	
Calhoun	<input type="checkbox"/>	08 Frio	<input type="checkbox"/>	08 Kerr	<input type="checkbox"/>	08 Parker	<input type="checkbox"/>	03 Victoria	<input type="checkbox"/>	08	
Callahan	<input type="checkbox"/>	02 -G-		Kimble	<input type="checkbox"/>	09 Parmer	<input type="checkbox"/>	01 -W-			
Cameron	<input type="checkbox"/>	11 Gaines	<input type="checkbox"/>	09 King	<input type="checkbox"/>	01 Pecos	<input type="checkbox"/>	09 Walker	<input type="checkbox"/>	06	
Camp	<input type="checkbox"/>	04 Galveston	<input type="checkbox"/>	06 Kinney	<input type="checkbox"/>	08 Polk	<input type="checkbox"/>	05 Waller	<input type="checkbox"/>	06	
Carson	<input type="checkbox"/>	01 Garza	<input type="checkbox"/>	01 Kleberg	<input type="checkbox"/>	11 Potter	<input type="checkbox"/>	01 Ward	<input type="checkbox"/>	09	
Cass	<input type="checkbox"/>	04 Gillespie	<input type="checkbox"/>	08 Knox	<input type="checkbox"/>	02 Presidio	<input type="checkbox"/>	10 Washington	<input type="checkbox"/>	07	
Castro	<input type="checkbox"/>	01 Glasscock	<input type="checkbox"/>	09 -L-		-R-		Webb	<input type="checkbox"/>	11	
Chambers	<input type="checkbox"/>	06 Goliad	<input type="checkbox"/>	08 Lamar	<input type="checkbox"/>	04 Rains	<input type="checkbox"/>	04 Wharton	<input type="checkbox"/>	06	
Cherokee	<input type="checkbox"/>	04 Gonzales	<input type="checkbox"/>	08 Lamb	<input type="checkbox"/>	01 Randall	<input type="checkbox"/>	01 Wheeler	<input type="checkbox"/>	01	
Childress	<input type="checkbox"/>	01 Gray	<input type="checkbox"/>	01 Lampasas	<input type="checkbox"/>	07 Reagan	<input type="checkbox"/>	09 Wichita	<input type="checkbox"/>	02	
Clay	<input type="checkbox"/>	02 Grayson	<input type="checkbox"/>	03 La Salle	<input type="checkbox"/>	08 Real	<input type="checkbox"/>	08 Wilbarger	<input type="checkbox"/>	02	
Cochran	<input type="checkbox"/>	01 Gregg	<input type="checkbox"/>	04 Lavaca	<input type="checkbox"/>	08 Red River	<input type="checkbox"/>	04 Willacy	<input type="checkbox"/>	11	
Coke	<input type="checkbox"/>	09 Grimes	<input type="checkbox"/>	07 Lee	<input type="checkbox"/>	07 Reeves	<input type="checkbox"/>	09 Williamson	<input type="checkbox"/>	07	
Coleman	<input type="checkbox"/>	02 Guadalupe	<input type="checkbox"/>	08 Leon	<input type="checkbox"/>	07 Refugio	<input type="checkbox"/>	11 Wilson	<input type="checkbox"/>	08	
Collin	<input type="checkbox"/>	03 -H-		Liberty	<input type="checkbox"/>	06 Roberts	<input type="checkbox"/>	01 Winkler	<input type="checkbox"/>	09	
Collingsworth	<input type="checkbox"/>	01 Hale	<input type="checkbox"/>	01 Limestone	<input type="checkbox"/>	07 Robertson	<input type="checkbox"/>	07 Wise	<input type="checkbox"/>	03	
Colorado	<input type="checkbox"/>	06 Hall	<input type="checkbox"/>	01 Lipscomb	<input type="checkbox"/>	01 Rockwall	<input type="checkbox"/>	03 Wood	<input type="checkbox"/>	04	
Comal	<input type="checkbox"/>	08 Hamilton	<input type="checkbox"/>	07 Live Oak	<input type="checkbox"/>	11 Runnels	<input type="checkbox"/>	02 -Y-			
Comanche	<input type="checkbox"/>	02 Hansford	<input type="checkbox"/>	01 Llano	<input type="checkbox"/>	07 Rusk	<input type="checkbox"/>	04 Yoakum	<input type="checkbox"/>	01	
Concho	<input type="checkbox"/>	09 Hardeman	<input type="checkbox"/>	02 Loving	<input type="checkbox"/>	09 -S-		Young	<input type="checkbox"/>	02	
Cooke	<input type="checkbox"/>	03 Hardin	<input type="checkbox"/>	05 Lubbock	<input type="checkbox"/>	01 Sabine	<input type="checkbox"/>	-Z-			
Coryell	<input type="checkbox"/>	07 Harris	<input type="checkbox"/>	06 Lynn	<input type="checkbox"/>	01 San Augustine	<input type="checkbox"/>	05 Zapata	<input type="checkbox"/>	11	
Cottle	<input type="checkbox"/>	02 Harrison	<input type="checkbox"/>	04 -M-		San Jacinto	<input type="checkbox"/>	05 Zavala	<input type="checkbox"/>	08	
Crane	<input type="checkbox"/>	09 Hartley	<input type="checkbox"/>	01 Madison	<input type="checkbox"/>	07 San Patricio	<input type="checkbox"/>	11			
Crockett	<input type="checkbox"/>	09 Haskell	<input type="checkbox"/>	02 Marion	<input type="checkbox"/>	04 San Saba	<input type="checkbox"/>	07			

FORM C: CONTACT PERSON INFORMATION

**Legal Business Name
of Applicant:** _____

1. This form provides information about the appropriate contacts in the Applicant's organization.
2. Mark N/A if a contact does not apply to your agency.
3. ALL phone numbers should be a direct line to the designated individual.

Contacts

Billing Contact	Executive Director
Last Name:	Last Name:
First Name:	First Name:
Salutation:	Salutation:
Title:	Title:
Email:	Email:
Phone:	Phone:

Financial Director	Medical Director
Last Name:	Last Name:
First Name:	First Name:
Salutation:	Salutation:
Title:	Title:
Email:	Email:
Phone:	Phone:

Primary Program Contact	Quality Assurance Contact
Last Name:	Last Name:
First Name:	First Name:
Salutation:	Salutation:
Title:	Title:
Email:	Email:
Phone:	Phone:

FORMS F & F-1 THROUGH F-7: BUDGET SUMMARY AND DETAILS

Form F: Budget Summary and Forms F-1 through F-7: Budget Details

Applicant must complete each of the required budget forms. The forms are posted as a separate Excel file on the Electronic State Business Daily (ESBD) for downloading and completion. Basic instructions for completing these forms are included with the Excel file. Additional information is provided below to further assist Applicant in developing its projected budget.

NOTE: When completing each category worksheet, ALL allowable direct costs—costs associated with running both components of the HTW Program—must be entered, i.e. these costs must also include the cost of providing services to clients served through HTW Fee-for-Service Program.

Indirect costs— must not exceed 20% of the total budget for both components of the HTW Program.

To assist in estimating the amount of income generated through the HTW Fee-for-Service program, Applicants should consult the proposed HTW Fee-for-Service benefits package contained in Appendix A.

Contractors are required to participate in all HHSC required HTW Program trainings. The contractor may attend in person or participate remotely. In the event the contractor would like to attend physically, they may include associated travel in their budget requests. HTW Program trainings may include webinars, conference calls, and in-person trainings.

Form F: Budget Summary Worksheet

Column 1: Totals will be filled using budget category detail forms (individual worksheets contained in budget spreadsheet). This must include all allowable direct costs—the costs associated with running both components of the HTW Program.

Column 2: Enter the amount of cost reimbursement funds requested through this open enrollment for the provision of support services provided to clients served in the HTW Fee-for-Service Program.

Column 3: Enter the amount of projected HTW Fee-for-Service reimbursement to be received as a result of the provision of client services under the HTW Fee-for-Service Program component of the HTW Program.

FORM G: APPLICANT BACKGROUND GUIDELINES

**Legal Business Name
of Applicant:** _____

1. Provide a one-page executive summary describing the Applicant's vision, mission and values statements, along with a description of how the board of directors, if any, is involved in the operations of the Applicant.
2. Provide a detailed description of the organizational structure, management systems and lines of authority that are appropriate and adequate for the size and scope of the Applicant's organization.
3. Provide the resumes/curriculum vitae for the CEO, CFO, Medical Director licensed to practice medicine in Texas (including his/her State of Texas Medical License Number), and Clinical/Program Director.
4. Describe Applicant's experience, knowledge, and expertise in providing Women's Health Services and Healthy Texas Women Services. Specifically outline relevant administrative and clinical practices (maximum of 4 pages).
5. Describe Applicant's experience in administering comprehensive health care (e.g., prevention, screening, diagnostic, treatment services, and appropriate referral). Describe your referral systems and referral resources for services not provided by Applicant (maximum of 4 pages).
6. Subcontracting Background- Describe the following if Applicant plans to have subcontract any of the intended services:
 - A. Experience subcontracting with other organizations/providers;
 - B. Experience developing subcontracts and subcontract negotiations;
 - C. Experience performing program monitoring of subcontractors, including monitoring of professional and clinical services;
 - D. Experience providing technical assistance to subcontractors, including budget development and management;
 - E. Staff position(s) that will be responsible for monitoring subcontractors and what qualifications will be required;
 - F. Staff position(s) that are anticipated for monitoring professional and clinical subcontractors and the required qualifications for each position;
 - G. Policies and procedures Applicant has for monitoring subcontractors that provide direct client services; and
 - H. Staff position(s) that are anticipated for providing training and technical assistance to subcontractors on data collection and submission, and data quality improvement.

FORM G: APPLICANT BACKGROUND

**Legal Business Name of
Applicant:** _____

1. Applicant must provide a narrative description of its organization, staff, systems and oversight structure.
 2. Reference the instructions on Form G – Applicant Background Guidelines.
 3. Applicant's response must not exceed 18 pages.
-

FORM H: FUNDING REQUEST AND CLIENTS SERVED

**Legal Business Name of
Applicant:**

Funding Requests

Funding requests must be based on the total cost of providing services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service clients. These activities may include but are not limited to:

- Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
- Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;
- Staff development and training related to HTW Fee-for-Service Program service delivery; and
- Client and community based educational activities related to the HTW Fee-for-Service Program.

Total Funding Request	\$
-----------------------	----

Clients Served:

The number of clients an Applicant intends to serve through the HTW Fee-for-Service Program will be used to assess, in part, the Applicant's effectiveness in providing the identified support services under the contract resulting from this open enrollment.

NOTE: This total must be a reasonable estimate of the number of Unduplicated Clients the Applicant intends to serve in the HTW Fee-for-Service Program.

1. Clinical Services: Enter the number of Unduplicated Clients Applicant intents to serve in the HTW Fee-for-Service Program during the term of the contract in the table below:

Table 1: Clinical Services

Projected Number of Clinical Clients to be Served:	
----------------------------------------------------	--

FORM I: WORK PLAN GUIDELINES

1. Use up to 4 pages for each program component for a maximum of 20 pages.
2. Required attachments are not counted in the page maximum.
3. In accordance with Section 2.1 of the open enrollment, Applicant must address the following Program Components and include a response to the identified topic areas:

Program Administration and Management:

- a. Identify the services Applicant intends to provide;
- b. Identify the Priority Population to be served;
- c. Describe organizational workforce, support systems (training, research, financial and administrative systems, technical assistance and support, etc.), and other infrastructure available to achieve service delivery and policy-making activities;
- d. Include a copy of the Institutional Review Board's approval if the Applicant is currently conducting research on individuals who receive services through any HHSC-funded programs;
- e. Provide an organizational Chart
- f. Provide job descriptions for the following key employees related to the HTW Program, i.e., Medical Director, Clinical/Program Director, eligibility and billing staff, and clinicians; and
- g. Describe how Applicant will design, implement, and monitor the HTW Program budget in order to ensure the provision of support services to clients throughout the contract term.

Quality Assurance/Quality Improvement:

- a. Describe internal Quality Assurance/Quality Improvement (QA/QI) management and processes utilized to monitor services. Identify staff that participate in the QA/QI process, and who is responsible for ensuring QA/QI policies and procedures are updated. Applicant must include job titles and qualifications of the identified individuals; and
- b. At a minimum, provide the following information:
 - 1) Medical Director's involvement in the QA/QI activities;
 - 2) Activities used to identify trends of needed improvement and the frequency of those activities;
 - 3) Activities to ensure correction and follow-up to findings identified;
 - 4) Use and frequency of client satisfaction surveys;
 - 5) System used to identify, report, and monitor adverse outcomes; and
 - 6) Process used to develop and monitor use of Protocols and Standing Delegation Orders, including the staff involved in the process.

Professional Development:

- a. Describe how Applicant will ensure health care professionals provide HTW Program services competently and with sensitivity to diverse client cultures; and
- b. Identify staff, including job titles that will attend HHSC required trainings. The contractor may attend in person or participate remotely. Trainings may include webinars, conference calls, and in person trainings.

Recruitment:

Describe how Applicant will ensure Outreach, In-reach, and education to the Priority Population will be accomplished in every county of the identified target service area(s) identified in Form B.

Long-Acting Reversible Contraception (LARC) Usage:

- a. Describe which LARC methods will be provided at Applicant's clinic(s) and which LARC methods will be provided by referral only;
- b. Describe efforts Applicant will use to educate clients about LARC usage and efforts to increase LARC utilization rates in the Priority Population; and
- c. Describe professional development opportunities that Applicant will employ for staff related to LARC utilization and education.

4. For each program component, Applicant must develop at least one goal and corresponding objective to achieve the goal(s) including describing the associated activities for meeting the goal. Applicant must:

- a. Describe how it will ensure activities are reasonable, achievable, and measurable. Identify what is expected to be accomplished during the contract period;
- b. List methodologies/activities in the chronological sequence that will be used to achieve each objective;
- c. Indicate the name or position of the person primarily responsible for ensuring completion of each activity;
- d. Define the time frame for accomplishing each objective/activity.
- e. Describe in specific terms how Applicant will evaluate each activity. For example, "client services data, pre/post assessments of educational sessions, client interviews/surveys, etc."

FORM I: WORK PLAN

**Legal Business Name
of Applicant:** _____

1. Reference the instructions on Form I - Work Plan Guidelines.
 2. Applicant must not exceed 4 pages per program component, for a total of 20 pages.
-

FORM I: WORK PLAN**Program Component A****Program Administration and Management****Goals:**

Objectives	Activities	Measurement	Staff Responsible	Completion Date

FORM I: WORK PLAN**Program Component B****Quality Assurance/Quality Improvement****Goals:**

Objectives	Activities	Measurement	Staff Responsible	Completion Date

FORM I: WORK PLAN**Program Component C**
Professional Development**Goals:**

Objectives	Activities	Measurement	Staff Responsible	Completion Date

FORM I: WORK PLAN**Program Component D**
Recruitment**Goals:**

Objectives	Activities	Measurement	Staff Responsible	Completion Date

FORM I: WORK PLAN**Program Component E**
LARC Usage**Goals:**

Objectives	Activities	Measurement	Staff Responsible	Completion Date

FORM J: ASSESSMENT NARRATIVE GUIDELINES

Part A

Complete table to show assessment data sources and dates of assessments used.

Part B

Specifically address each of the assessment activities listed below associated with the support services the Applicant intends to provide. The required assessment items must include:

1. A description of the community that will be served by the Applicant's identified support services. This description must include:
 - a. Geographic boundaries (urban or rural, physical environment);
 - b. General demographic data (age, gender, ethnicity, etc.);
 - c. General socioeconomic data (per capita income, poverty levels, unemployment, occupational data, etc.); and
 - d. General description of community-wide health status (e.g., key morbidity/mortality statistics).
2. A description of the Priority Population including:
 - e. Geographic service area (Form B);
 - f. Characteristics of Priority Population (including demographic and socioeconomic data specific to each population);
 - g. Priority Population's health status (including population data related to health indicators, behavioral data, and community opinion data); and
 - h. Current population served (characteristics, population data, numbers of clients served, types and numbers of services provided).
3. Identification of the gaps in resources and potential barriers to improving health status in the community served and how Applicant's identified support services will address these issues.

FORM J: ASSESSMENT NARRATIVE

Legal Business Name
of Applicant: _____

Complete the Table under Part A, and address each of the assessment activities under Part B (see ASSESSMENT NARRATIVE GUIDELINES). Please keep responses to a maximum of three (3) pages including this page and two more.

Part A

Multiple data sources and assessments exist for many communities. Applicant is encouraged to utilize these resources when completing this form. In the table below, list the source of assessment data used and the dates of the assessments used.

Source of Assessment Data	Date of Each Assessment Source

Part B

(See ASSESSMENT NARRATIVE GUIDELINES).

FORM K
CLINIC SITE READINESS - INSTRUCTIONS

1. Complete the Clinic Site Readiness Form per instructions below.
2. Complete one form for every clinic site that will provide HTW support services funded through this open enrollment.

CLINIC SITE READINESS INFORMATION:	
Appropriate signage to identify funded entity.	Check that clinic sites have signage that identifies services provided at each site (Yes/No).
Space for clinical and administrative staff.	Check that clinic sites have adequate space to house clinical and administrative staff needed to run the clinics (Yes/No).
Locked storage for charts, records, medications and medical supplies	Check if there is locked storage at the clinic sites (Yes/No).
Proper Disposal for Medical Waste	Check if clinics have proper disposal for medical waste (Yes/No).
CLIA certification for level of tests performed.	Check if clinics have CLIA certification for the level of tests performed (Yes/No).
Handicap-accessible clinic sites that are geographically close to target population.	Check if clinic sites are accessible for persons with disabilities, and are located close to target population (Yes/No).
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait.	Check if Applicant operates facilities with clean exam rooms, space for client intake and client waiting area (Yes/No).
Appropriate emergency policies/procedures and supplies as applicable?	Check if clinic sites have appropriate emergency policies/procedures and supplies necessary to provide services to the extent applicable for the setting and training, experience and competence of clinic staff. (Yes/No).
Appropriate use of interpreter and language translation services (including resources for both).	Check if there are resources for interpreter and language translation services, and if services are used appropriately (Yes/No).
Compliance with ADA requirements	Check if clinic sites are ADA compliant (Yes/No).
Financial management systems including secure data storage	Check if clinic sites have financial management systems including secure data storage. (Yes/No).

FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

Legal Business Name
of Applicant: _____

Clinic Site # of _____

Appropriate signage to identify funded entity?	<input type="checkbox"/>	<input type="checkbox"/>
Space for clinical and administrative staff?	<input type="checkbox"/>	<input type="checkbox"/>
Locked storage for charts, records, medications and medical supplies?	<input type="checkbox"/>	<input type="checkbox"/>
Proper disposal for medical waste?	<input type="checkbox"/>	<input type="checkbox"/>
CLIA certification for level of tests performed?	<input type="checkbox"/>	<input type="checkbox"/>
Handicap-accessible clinic sites that are geographically close to target population?	<input type="checkbox"/>	<input type="checkbox"/>
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input type="checkbox"/>	<input type="checkbox"/>
Appropriate emergency policies/procedures and supplies as applicable?	<input type="checkbox"/>	<input type="checkbox"/>
Appropriate use of interpreter services and language translation (including resources for both)?	<input type="checkbox"/>	<input type="checkbox"/>
Compliance with ADA requirements?	<input type="checkbox"/>	<input type="checkbox"/>
Financial management systems including secure data storage?	<input type="checkbox"/>	<input type="checkbox"/>

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES INSTRUCTIONS

Complete a separate clinic form for each clinic site that will provide HTW services funded through this open enrollment.

Each clinic form must contain current and accurate information.

HEADER INFORMATION:	
Legal Name of Applicant	Applicant's legal name.
Clinic Site # ____ of ____	Example: Clinic Site #1 of 5 for the first clinic site out of five clinic sites, Clinic Site #2 of 5 for the second clinic site of five, etc.
CLINIC SITE INFORMATION:	
Clinic Name	State the name of the clinic.
Street Address	Physical address of clinic. (Do Not Enter a P.O. Box)
Suite	Indicate clinic suite number, if applicable.
City/County/Zip Code	City, county and zip code of clinic.
HSR	Health Service Region where clinic is located.
Clinic APPOINTMENT Phone #	Phone number to make an appointment at clinic.
Clinic PRIMARY Phone #	Primary phone number for the clinic site.
Fax	Fax number for the clinic.
Service Area	List counties served by the identified clinic site, NOT all counties served by the whole project. For a county to be considered part of a clinic's designated service area: (1) There must be a clinic located in the county; or (2) Five percent of the clinic population served in the previous 12 month period must have resided in the county. NOTE: Total counties served by all clinics must match the counties marked by Applicant on Form B: Texas Counties and Regions.
Contact Person	Name of contact person for that clinic site.
Pharmacy License #	Current pharmacy license number for the clinic.
Class	Indicate class of pharmacy license (e.g., class D, A, etc.)
TPI#	Texas Provider Identifier # for the clinic, or date application submitted. Enter the TPI# that the clinic will use to bill TMHP for HTW services.
NPI#	National Provider Identifier # for the clinic, or date application submitted.
Subcontractor Site	Indicate whether or not the clinic site is a subcontractor site.
Mobile Site	Indicate whether or not the clinic site is a mobile site.
CLINIC HOURS AND SERVICES:	
Hours of Operation	List the operating hours of the clinic site for each day of the week by morning (e.g., 8am – 12pm), afternoon (12pm – 5pm), and evening hours (after 5pm). Indicate days of the week when the clinic is closed (e.g., Tuesday – closed).
Total Hours/Month	List the total number of hours of operation per month for the clinic site.

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of
Applicant: _____

Clinic Site # of _____

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide HTW services funded under this open enrollment.

All information must be accurate.*

Clinic Name: _____			
Street Address: _____		Suite : _____	
City: _____	County: _____	Zip Code: _____	HSR: _____
Clinic APPOINTMENT Phone #: _____			
Clinic PRIMARY Phone #: _____		Fax: _____	
Service Area (counties to be served): _____			
Contact Person: _____			
Pharmacy License #: _____		Class: _____	
TPI#: _____		NPI#: _____	
Submission date of Medicaid Application: _____			
Subcontractor Site: <input type="checkbox"/> Yes <input type="checkbox"/> No			
Mobile Site: <input type="checkbox"/> Yes <input type="checkbox"/> No			

CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
SATURDAY						
SUNDAY						
TOTAL HRS/MONTH						

FORM L: STAFF DEVELOPMENT PLAN

**Legal Business Name
of Applicant:** _____

All Applicants must conduct staff development activities to ensure staff has the knowledge, skills, and abilities to provide HTW services. The Staff Development Plan must be comprehensive, address all the topics indicated below, and be numbered as indicated.

Staff Development Plan must not exceed five (5) pages.

1. Identify personnel responsible for coordinating staff development activities. Include job titles and qualifications for each person identified.
2. Identify specific training that will be used for eligibility and billing staff.
3. Describe how training needs assessments are conducted. Specify how the assessment is used to generate a staff development plan. Specify how training activities for staff are tied to quality management review findings.
4. Describe procedures and documentation for staff annual performance review. Specify how the staff development plan incorporates review outcomes to further develop knowledge, skills and abilities to provide HTW services.

NOTE: If specific LARC methods are provided through referral only, Applicant must include this information in the Staff Development Plan and Applicant will be exempted from the training requirements for that specific LARC method.

FORM L-1: STAFF DEVELOPMENT TRAINING CALENDAR

**Legal Business Name
of Applicant:**

Applicant must complete the calendar below listing all staff orientation, training, and in-service activities for July 1, 2016 through August 31, 2017, including training for volunteers, if applicable.

Applicant's staff development calendar must include:

1. Training twice annually on current long-acting reversible contraceptive (LARC) practice guidelines.
 2. At least one training for front line staff on HTW Program objectives, program eligibility, and services offered to ensure clear communication to clients on Women's Health Services and Family Planning Services offered through the HTW Program.
 3. Training twice annually to staff on HTW eligibility screening and application procedures.

This form is provided as guidance. The Applicant may use their own form but the information below must be included in Applicant's form. Label Form L-1.

FORM M: COMMUNITY EDUCATION/PROGRAM PROMOTION PLAN

Legal Business Name
of Applicant:

Applicant **must** develop and implement an annual plan to provide community education and program promotion to:

- Inform the public of its purpose and services;
- Enhance community understanding of its objectives;
- Disseminate basic Women's Health Services and Family Planning Services education including the benefits of LARC;
- Enlist community support; and
- Recruit potential clients for the HTW Program.

The plan must be based on the assessment of the needs of the community required in Section 2.2. of this open enrollment.

The Community Education/Program Promotion Plan must:

1. Describe Applicant's HTW Program promotion/education/Outreach plan for the contract period July 1, 2016 through August 31, 2017.
2. Describe Applicant's community education/HTW Program promotion collaborative efforts carried out in conjunction with other health care providers or social service agencies in the identified service area. Applicant must include a description of the Outreach plan that details media releases and Outreach strategies for marketing the Applicant to the community.

Applicant must also attach a calendar of the proposed community education/HTW Program promotion for the contract period (July 1, 2016 through August 31, 2017). Applicant's calendar must include the following information: topics, presentation-dates, locations, and presenters. Applicant should label the attachment "**Form M-1: Community Education/Program Promotion Calendar**".

APPENDICES

Appendix A: HHSC Healthy Texas Women Program Reimbursable Procedure Codes

Core Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
Anesthesia for sterilization		
	00851	
Surgery - Integumentary system		
	11976	150.00
	11981	103.45
	11982	117.08
	11983	163.06
Surgery - Female genital system		
	57170	22.05
	58300	69.00
	58301	76.72
	58340	88.75
	58565	442.57
	58600	292.70
	58611	61.75
	58615	195.67
	58670	282.81
	58671	283.08
Radiology - Diagnostic imaging		
	73060	28.06
	74000	20.80
	74010	32.39
	74740	66.83
Radiology - Diagnostic ultrasound		
	76830	96.28
	76856	96.28
	76857	50.79
	76881	96.28
	76882	30.35
	76998	137.65
Pathology & Lab - Organ or disease oriented panels		
	80061	18.83
Pathology & Lab - Drug testing		
	80300	12.36
	80301	12.36
Pathology & Lab - Urinalysis		
	81000	4.45
	81001	4.45
	81002	3.60
	81003	3.16
	81005	3.05
	81015	4.28
	81025	8.90

Core Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates

Pathology & Lab - Chemistry		
	82947	5.52
	82948	4.45
	84443	23.63
	84702	2.29
	84703	10.57
Pathology & Lab - Hematology and coagulation		
	85013	3.34
	85014	3.34
	85018	3.34
	85025	10.93
	85027	9.10
Pathology & Lab - Immunology		
	86318	18.21
	86580	
	86592	6.00
	86689	27.22
	86695	18.55
	86696	27.22
	86701	12.49
	86702	14.85
	86703	19.28
	86762	20.23
	86803	20.07
Pathology & Lab - Transfusion medicine		
	86900	4.20
	86901	4.20
Pathology & Lab - Microbiology		
	87070	12.11
	87086	11.36
	87088	11.39
	87102	11.81
	87110	27.55
	87205	6.00
	87210	6.00
	87220	6.00
	87252	36.66
	87389	33.86
	87480	28.20
	87490	28.20
	87491	49.35
	87510	28.20
	87535	49.35
	87590	28.20
	87591	49.35
	87624	47.87

Core Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
	87625	49.47
	87660	28.20

	87797	28.20
	87800	56.41
	87801	98.70
	87810	16.86
	87850	16.86
Pathology & Lab - Cytopathology		
	88150	14.86
	88164	14.86
	88175	37.25
Medicine - Immunization administration		
	90460	8.00
	90471	7.84
Medicine - Vaccines/toxoids		
	90649	158.07
	90650	138.14
	90651	175.03
Medicine - Hydration, diagnostic injections/infusions, chemo		
	96372	18.98
Medical nutrition therapy		
	97802	26.73
	97803	22.99
	97804	12.03
Medicine - Special services, procedures, and reports		
	99000	9.30
	99078	29.40
Behavioral change interventions, individual		
	99406	11.18
	99407	21.82
HCPCS A Codes - Supplies		
	A4261	50.84
	A4264	1560.00
	A4266	34.11
	A4267	0.54
	A4268	2.83
	A4269	12.26
	A9150	14.00
HCPCS H Codes - Rehabilitative services		
	H1010	12.30

Core Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
HCPCS J Codes - Drugs other than oral		
	J0696	0.68
	J1050	64.98
	J3490	5.01
	J7297	671.25
	J7298	826.72
	J7300	753.78
	J7301	663.32
	J7303	93.53

	J7304	37.48
	J7307	672.61
HCPCS S Codes - Private payer codes		
	S4993	19.42
	S5000	5.90
Office or Other Outpatient Services		
	99201	26.04
	99202	41.09
	99203	55.52
	99204	81.24
	99205	101.00
	99211	13.49
	99212	22.59
	99213	33.95
	99214	47.68
	99215	73.40
Evaluation and Management		
	99241	39.66
	99242	62.10
	99243	80.23
	99244	112.50
Preventive Medicine		
	99384	93.40
	99385	78.85
	99386	92.22
	99394	85.93
	99395	68.43
	99396	74.84

Related Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
Breast Cancer Screening and Diagnostics		
Anesthesia		
	00400	
Surgery - General		
	10022	90.21
Surgery - Integumentary system		
	19000	84.47
	19081	508.95
	19082	411.12
	19083	505.47
	19084	405.50
	19100	112.80
	19101	254.74
	19120	370.75
	19125	364.03
	19126	122.96
	19281	183.37
	19282	352.31
	19283	208.23

	19284	152.63
	19285	352.31
	19286	295.37
Radiology - Diagnostic imaging		
	71010	22.05
	71020	28.74
	76098	17.04
Radiology - Diagnostic ultrasound		
	76641	91.69
	76642	84.20
	76942	163.86
Radiology - Breast mammography		
	77051	8.02
	77052	8.02
	77053	54.80
	77055	70.03
	77056	90.09
	77057	64.15
	77058	495.58
	77059	491.84
Pathology & Lab - Organ or disease oriented panels		
	80048	11.89
	80053	14.85
Pathology & Lab - Hematology and coagulation		
	85730	8.44
Pathology & Lab - Surgical pathology		
	88305	54.53

Related Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
	88307	229.35
Medicine - Cardiovascular		
	93000	12.83
Cervical Cancer Screening and Diagnostics		
Anesthesia		
	00940	18.42
Surgery - Female genital system		
	57452	67.37
	57454	100.65
	57455	82.10
	57456	76.65
	57460	120.83
	57461	139.93
	57500	55.10
	57505	66.55
	57520	199.66
	57522	178.11
	58110	30.82
Radiology - Diagnostic imaging		
	71010	18.71
	71020	24.32

Pathology & Lab - Organ or disease oriented panels		
	80048	11.89
	80053	14.85
Pathology & Lab - Hematology and coagulation		
	85730	8.44
Pathology & Lab - Cytopathology		
	88141	24.06
	88142	28.49
	88143	28.49
	88173	
	88174	30.05
Pathology & Lab - Surgical pathology		
	88305	54.53
	88307	229.35
Medicine - Cardiovascular		
	93000	12.83
Medicine - Psychiatry		
	90791	113.91
	90792	113.91
Problem-Focused Gynecological Services		
Surgery - Female genital system		
	56405	78.28
	56420	66.56
	56501	81.53
	56515	142.21

Related Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
	56605	43.84
	56606	21.65
	56820	61.48
	57023	225.07
	57061	69.50
	57100	47.58
	57421	89.01
	57511	94.63
	58100	63.35

Other Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
Laboratory Services		
Radiology - Diagnostic ultrasound		
	76700	96.28
	76705	96.28
	76770	96.28
Pathology & Lab - Organ or disease oriented panels		
	80050	42.09
	80051	9.87
	80053	14.85
	80069	12.21

	80074	66.99
	80076	11.48
Pathology & Lab - Chemistry		
	82270	4.58
	82465	6.12
	82950	6.68
	83020	18.10
	83021	25.40
	83036	13.65
	84450	6.55
	84460	6.71
	84478	8.08
	84479	8.19
Pathology & Lab - Hematology and coagulation		
	85007	4.48
	85610	4.98
	85660	7.75
	85730	7.60
Pathology & Lab - Immunology		
	86631	10.35
	86677	10.35
	86704	16.95
	86706	15.11
	86780	12.30
Pathology & Lab - Transfusion medicine		
	86885	8.05
Pathology & Lab - Microbiology		
	87270	16.86
	87512	35.91
	87529	49.35
	87530	39.90
	87661	49.35
Pathology & Lab - Cytopathology		
	88155	8.42
	88160	50.25
	88161	45.44
	88165	14.86
	88167	14.86
	88172	42.50
Pathology & Lab - Pulmonary		
	94760	2.41
HCPCS J Codes - Drugs other than oral		
	J0558	3.94
	J0561	4.96
	J0690	0.68
	J2010	7.17

Immunizations and Vaccinations

Procedure Groupings	Procedure Codes	Reimbursement Rates
Medicine - Immunization administration		

	90460	8.00
	90471	7.84
	90472	7.84
Medicine - Vaccines/toxoids		
	90632	45.54
	90633	30.73
	90636	99.08
	90654	17.82
	90656	13.28
	90660	22.10
	90670	145.05
	90673	35.04
	90703	35.54
	90707	63.94
	90710	180.40
	90714	19.32
	90715	32.46
	90716	113.28
	90732	73.34
	90733	132.15
	90734	121.15
	90736	196.04
	90743	22.82
	90744	22.82
	90746	56.25

Appendix B: HHSC Uniform Terms and Conditions Version 2.12

Note: Appendix B not numbered
in accordance with
Open Enrollment

HHSC Uniform Terms and Conditions Version 2.12
Published and Effective: November 30, 2015
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Health and Human Services Commission
HHSC Uniform Terms and Conditions - Grant
Version 2.12

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.01 Definitions

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“Amendment” means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters, as herein defined.

“Attachment” means documents, terms, conditions, or additional information physically added to this Contract following the Signature Document or included by reference, as if physically, within the body of this Contract.

“Contract” means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference herein for all purposes if issued.

“Deliverable” means a work product prepared, developed, or procured by Grantee as part of the Services under the Contract for the use or benefit of the System Agency or the State of Texas.

“Effective Date” means the date agreed to by the Parties as the date on which the Contract takes effect.

“System Agency” means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: the Department of Aging and Disability Services, the Department of Assistive and Rehabilitative Services, the Department of Family and Protective Services, and the Department of State Health Services.

“Federal Fiscal Year” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

“GAAP” means Generally Accepted Accounting Principles.

“GASB” means the Governmental Accounting Standards Board.

“Grantee” means the Party receiving funds under this Contract, if any.

“Health and Human Services Commission” or “HHSC” means the administrative agency established under Chapter 531, Texas Government Code or its designee.

“HUB” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“Intellectual Property” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of

such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information.

“Mentor Protégé” means the Comptroller of Public Accounts’ leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>.

“Parties” means the System Agency and Grantee, collectively.

“Party” means either the System Agency or Grantee, individually.

“Program” means the statutorily authorized activities of the System Agency under which this Contract has been awarded.

“Project” means specific activities of the Grantee that are supported by funds provided under this Contract.

“Public Information Act” or **“PIA”** means Chapter 552 of the Texas Government Code.

“Statement of Work” means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.

“Signature Document” means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

“Solicitation” means the document issued by the System Agency under which applications for Program funds were requested, which is incorporated herein by reference for all purposes in its entirety, including all Amendments and Attachments.

“Solicitation Response” means Grantee’s full and complete response to the Solicitation, which is incorporated herein by reference for all purposes in its entirety, including any Attachments and addenda.

“State Fiscal Year” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“State of Texas Textravel” means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“Technical Guidance Letter” or **“TGL”** means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.

1.02 Interpretive Provisions

- a. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.
- b. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- c. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent

- Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.
- d. Any references to “sections,” “appendices,” or “attachments” are references to sections, appendices, or attachments of the Contract.
 - e. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
 - f. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
 - g. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
 - h. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
 - i. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase “in its sole discretion.”
 - j. Time is of the essence in this Contract.

ARTICLE II PAYMENT METHODS AND RESTRICTIONS

2.01 Payment Methods

Except as otherwise provided by the provisions of the Contract, the payment method will be one or more of the following:

- a. cost reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
- b. unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
- c. advance payment. This payment method is based on disbursal of the minimum necessary funds to carry out the Program or Project where the Grantee has implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law and at the sole discretion of the System Agency.

Grantees shall bill the System Agency in accordance with the Contract. Unless otherwise specified in the Contract, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.02 Final Billing Submission

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following

the end of the term of the Contract. Reimbursement or payment requests received in the System Agency's offices more than forty-five (45) calendar days following the termination of the Contract may not be paid.

2.03 Financial Status Reports (FSRs)

Except as otherwise provided in these General Provisions or in the terms of any Program Attachment(s) that is incorporated into the Contract, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter of the Program Attachment term for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

2.04 Debt to State and Corporate Status

Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Grantee if Grantee is indebted to the State for any reason, including a tax delinquency. Grantee, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq.). If tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Grantee's delinquent tax is paid in full.

2.05 Application of Payment Due

Grantee agrees that any payments due under this Contract will be applied towards any debt of Grantee, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

2.06 Use of Funds

Grantee shall expend funds provided under this Contract only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

2.07 Use for Match Prohibited

Grantee shall not use funds provided under this Contract for matching purposes in securing other funding without the written approval of the System Agency.

2.08 Program Income

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, Grantee shall use the addition alternative, as provided in UGMS § __.25(g)(2), for the use of Project income to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report this income in accordance with the Contract, applicable law, and the Contractor's Financial Procedures Manual located at <http://www.dshs.state.tx.us/contracts/cfpm.shtm>. Grantee shall expend Program Income during the Program Attachment term and may not carry forward to any succeeding term. Grantee shall refund program income not expended in the term in which it is earned to the System Agency. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using it for the purposes and under the conditions specified in this Contract.

2.09 Nonsupplanting

Grantee shall not use funds from this Contract to replace or substitute for existing funding from other but shall use funds from this Contract to supplement existing state or local funds currently available. Grantee shall make a good faith effort to maintain its current level of support. Grantee may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

ARTICLE III. STATE AND FEDERAL FUNDING

3.01 Funding

This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, the System Agency may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the System Agency, if sufficient and adequate funds are not available. Grantee will have no right of action against the System Agency if the System Agency cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, the System Agency will not be required to give notice and will not be liable for any damages or losses caused or associated with such termination or cancellation.

3.02 No debt Against the State

The Contract will not be construed as creating any debt by or on behalf of the State of Texas.

3.03 Debt to State

If a payment law prohibits the Texas Comptroller of Public Accounts from making a payment, the Grantee acknowledges the System Agency's payments under the Contract will be applied toward eliminating the debt or delinquency. This requirement specifically applies to any debt or delinquency, regardless of when it arises.

3.04 Recapture of Funds

The System Agency may withhold all or part of any payments to Grantee to offset overpayments made to the Grantee. Overpayments as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Grantee understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs will be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

ARTICLE IV ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.01 Allowable Costs.

System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. The System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If the System Agency has paid funds to Grantee for unallowable or ineligible costs, the System Agency will notify Grantee in writing, and Grantee shall return the funds to the System Agency within thirty (30) calendar days of the date of this written notice. The System Agency may withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to the System Agency, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	2 CFR, Part 225	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR, Part 220	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR, Part 230	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

A chart of applicable Federal awarding agency common rules is located through a web link on the System Agency website at <http://www.dshs.state.tx.us/contracts/links.shtm>. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.02 Independent Single or Program-Specific Audit

If Grantee, within Grantee's fiscal year, expends a total amount of at least **SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000)** in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a total amount of at least \$500,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Grantee to complete the Single Audit Status Registration Form. If Grantee fails to complete the Single Audit Status Form within thirty (30) calendar days after notification by OIG to do so, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS

4.03 Submission of Audit

Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Grantee shall submit one copy to the System Agency's Contract Representative identified in the Signature Document and one copy to the OIG at the following address:

Health and Human Services Commission
Office of Inspector General
Compliance/Audit, Mail Code 1326
P.O. Box 85200
Austin, Texas 78708-5200

Electronic submission to the System Agency should be addressed as indicated in the Signature Document

Electronic submission to HHSC should be addressed as follows:
Dani.fielding@hhsc.state.tx.us

If Grantee fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Grantee of an audit report, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract.

ARTICLE V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.01 General Affirmations

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the General Affirmations have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.02 Federal Assurances

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.03 Federal Certifications

Grantee further certifies, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, that the Federal Certifications have been reviewed, and that Grantee is in compliance with each of the requirements reflected therein. **In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract.**

ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY

6.01 Ownership

The System Agency will own, and Grantee hereby assigns to the System Agency, all right, title, and interest in all Deliverables.

6.02 Intellectual Property

- a. The System Agency and Grantee will retain ownership, all rights, title, and interest in and to, their respective pre-existing Intellectual Property. A license to either Party's pre-existing Intellectual Property must be agreed to under this or another contract.
- b. Grantee grants to the System Agency and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any Intellectual Property invented or created by Grantee, Grantee's contractor, or a subcontractor in the performance of the Project. Grantee will require its contractors to grant such a license under its contracts.
- c. As used herein, "Intellectual Property" shall mean: inventions and business processes, whether or not patentable; works of authorship; trade secrets; trademarks; service marks; industrial designs; and other intellectual property incorporated in any Deliverable and first created or developed by Grantee, Grantee's contractor or a subcontractor in performing the Project.

ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE

7.01 Books and Records

Grantee will keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to

determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Grantee will maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

7.02 Access to records, books, and documents

In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors will permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that will have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that will have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee will produce original documents related to this Contract. The System Agency and any duly authorized authority will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Grantee will include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.03 Response/compliance with audit or inspection findings

- a. Grantee must act to ensure its and its Subcontractor's compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the goods or services provided hereunder. Any such correction will be at Grantee or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance will be solely the decision of the System Agency.
- b. As part of the Services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

7.04 SAO Audit

Grantee understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Grantee agrees to cooperate fully with the SAO

or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Grantee and the requirement to cooperate is included in any Subcontract it awards.

7.05 Confidentiality

Any specific confidentiality agreement between the Parties takes precedent over the terms of this section. To the extent permitted by law, Grantee agrees to keep all information confidential, in whatever form produced, prepared, observed, or received by Grantee. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

7.06 Public Information Act

Information related to the performance of this Contract may be subject to the PIA and will be withheld from public disclosure or released only in accordance therewith. Grantee must make all information not otherwise excepted from disclosure under the PIA available in portable document file ("pdf") format or any other format agreed between the Parties.

ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION

8.01 Contract Management

To ensure full performance of the Contract and compliance with applicable law, the System Agency may take actions including:

- a. Suspending all or part of the Contract;
- b. Requiring the Grantee to take specific corrective actions in order to remain in compliance with term of the Contract;
- c. Recouping payments made to the Grantee found to be in error;
- d. Suspending, limiting, or placing conditions on the continued performance of the Project;
- e. Imposing any other remedies authorized under this Contract; and
- f. Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.

8.02 Termination for Convenience

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination.

8.03 Termination for Cause

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

a. Material Breach

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, at its sole discretion, that Grantee has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Grantee's duties under the Contract. Grantee's misrepresentation in any aspect of Grantee's

Solicitation Response, if any or Grantee's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

b. Failure to Maintain Financial Viability

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Grantee no longer maintains the financial viability required to complete the Services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

8.04 Equitable Settlement

Any early termination under this Article will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

ARTICLE IX MISCELLANEOUS PROVISIONS

9.01 Amendment

The Contract may only be amended by an Amendment executed by both Parties.

9.02 Insurance

Unless otherwise specified in this Contract, Grantee will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee will provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee will secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

These and all other insurance requirements under the Contract apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

9.03 Legal Obligations

Grantee will comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Grantee will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them. In addition to any other act or omission that may constitute a material breach of the Contract, failure to comply with this Section may also be a material breach of the Contract.

9.04 Permitting and Licensure

At Grantee's sole expense, Grantee will procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide

the goods or Services required by this Contract. Grantee will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee agrees to be responsible for payment of any such government obligations not paid by its contractors or subcontractors during performance of this Contract.

9.05 Indemnity

TO THE EXTENT ALLOWED BY LAW, GRANTEE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND THE SYSTEM AGENCY AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS ARISING OUT OF, OR CONNECTED WITH, OR RESULTING FROM:

- a. GRANTEE'S PERFORMANCE OF THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF GRANTEE, OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- b. ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY GRANTEE, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- c. EMPLOYMENT OR ALLEGED EMPLOYMENT, INCLUDING CLAIMS OF DISCRIMINATION AGAINST GRANTEE, ITS OFFICERS, OR ITS AGENTS; OR**
- d. WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.**

GRANTEE WILL COORDINATE ITS DEFENSE WITH THE SYSTEM AGENCY AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING SOLELY FROM THE GROSS NEGLIGENCE OF THE SYSTEM AGENCY OR ITS EMPLOYEES. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS CONTRACT.

9.06 Assignments

Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.

Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

9.07 Relationship of the Parties

Grantee is, and will be, an independent contractor and, subject only to the terms of this Contract, will have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the System Agency any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Grantee or any other Party.

Grantee will be solely responsible for, and the System Agency will have no obligation with respect to:

- a. Payment of Grantee's employees for all Services performed;
- b. Ensuring each of its employees, agents, or Subcontractors who provide Services or Deliverables under the Contract are properly licensed, certified, or have proper permits to perform any activity related to the Work;
- c. Withholding of income taxes, FICA, or any other taxes or fees;
- d. Industrial or workers' compensation insurance coverage;
- e. Participation in any group insurance plans available to employees of the State of Texas;
- f. Participation or contributions by the State to the State Employees Retirement System;
- g. Accumulation of vacation leave or sick leave; or
- h. Unemployment compensation coverage provided by the State.

9.08 Technical Guidance Letters

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during Work performance in the form of a Technical Guidance Letter. A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency will be incorporated into the Contract by reference herein for all purposes when it is issued.

9.09 Governing Law and Venue

This Contract and the rights and obligations of the Parties hereto will be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas unless otherwise elected by the System Agency. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. Severability

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this Contract unenforceable.

9.10 Survivability

Termination or expiration of this Contract or a Contract for any reason will not release either party from any liabilities or obligations in this Contract that the parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

9.11 Force Majeure

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

9.12 No Waiver of Provisions

Neither failure to enforce any provision of this Contract nor payment for services provided under it constitute waiver of any provision of the Contract.

9.13 Publicity

Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.

Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

9.14 Prohibition on Non-compete Restrictions

Grantee will not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

9.15 No Waiver of Sovereign Immunity

Nothing in the Contract will be construed as a waiver of sovereign immunity by the System Agency.

9.16 Entire Contract and Modification

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any

additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible by the System Agency.

9.17 Counterparts

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

9.18 Proper Authority

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Grantee before this Contract is effective or after it ceases to be effective are performed at the sole risk of Grantee with respect to compensation.

9.19 Employment Verification

Grantee will confirm the eligibility of all persons employed during the contract term to perform duties within Texas and all persons, including subcontractors, assigned by the contractor to perform work pursuant to the Contract.

9.20 Civil Rights

- a. Grantee agrees to comply with state and federal anti-discrimination laws, including:
 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
 2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 3. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
 4. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
 5. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
 6. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and
 7. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

- b. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

- c. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: http://www.hhsc.state.tx.us/about_hhsc/civil-rights/brochures-posters.shtml
- d. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- e. Upon request, Grantee will provide HHSC Civil Rights Office with copies of all of the Grantee's civil rights policies and procedures.
- f. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

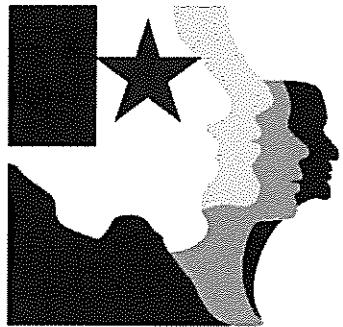
HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885.

Appendix C: HHSC Special Conditions Version 1.0



HHSC Special
Conditions 1.0.pdf

Note: Appendix C not
numbered in accordance
with Open Enrollment



**Health and Human Services Commission
Special Conditions
Version 1.0**

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HHSC SPECIAL CONDITIONS

The terms and conditions of these Special Conditions are incorporated into and made a part of the Contract. Capitalized items used in these Special Conditions and not otherwise defined have the meanings assigned to them in HHSC Uniform Terms and Conditions – Vendor, Version 2.12

ARTICLE I. SPECIAL DEFINITIONS

“Conflict of Interest” means a set of facts or circumstances, a relationship, or other situation under which Contractor, a Subcontractor, or individual has past, present, or currently planned personal or financial activities or interests that either directly or indirectly: (1) impairs or diminishes the Contractor’s, or Subcontractor’s ability to render impartial or objective assistance or advice to the HHSC; or (2) provides the Contractor or Subcontractor an unfair competitive advantage in future HHSC procurements.

“Contractor Agents” means Contractor’s representatives, employees, officers, Subcontractors, as well as their employees, contractors, officers, and agents.

“Custom Software” means Software developed as a Deliverable or in connection with the Agreement.

“Data Use Agreement” means the agreement incorporated into the Contract to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information.

“Federal Financial Participation” is a program that allows states to receive partial reimbursement for activities that meet certain objectives of the federal government. It is also commonly referred to as the Federal Medical Assistance Percentage (FMAP).

“Item of Noncompliance” means Contractor’s acts or omissions that: (1) violate a provision of the Contract; (2) fail to ensure adequate performance of the Work; (3) represent a failure of Contractor to be responsive to a request of HHSC relating to the Work under the Contract.

“Minor Administrative Change” refers to a change to the Contract that does not increase the fees or term and done in accordance with Section 6.02 of these Special Conditions.

“Other Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Contractor; or that Contractor may create, receive, maintain, use, disclose or have access to on behalf of HHSC or through performance of the Work, which is not designated as Confidential Information in the Data Use Agreement.

“Outside the United States” means any location that is not within the territorial boundaries comprising the republic of the United States of America, including any of the 48 coterminous states in North America, the states of Alaska and Hawaii, and the District of Columbia.

“Software” means all operating system and applications software used or created by Contractor to perform the Work under the Contract.

“State” means the State of Texas and, unless otherwise indicated or appropriate, will be interpreted to mean HHSC and other agencies of the State of Texas that may participate in the administration of HHSC

Programs; provided, however, that no provision will be interpreted to include any entity other than HHSC as the contracting agency.

“Third Party Software” refers to software programs or plug-ins developed by companies or individuals other than Contractor which are used in performance of the Work. It does not include items which are ancillary to the performance of the Work, such as internal systems of Contractor which were deployed by Contractor prior to the Contract and not procured to perform the Work.

“Turnover” means the effort necessary to enable HHSC, or its designee, to effectively close out the Contract and move the Work to another vendor or to perform the Work by itself.

“Turnover Plan” means the written plan developed by Contractor, approved by HHSC, and to be employed when the Work described in the Contract transfers to HHSC, or its designee, from the Contractor.

“VUTC” means HHSC’s Uniform Terms and Conditions – Vendor, Version 2.12

“WSD” means the Work, Services, or Deliverables to be performed or provided under the Contract.

ARTICLE II. GENERAL PROVISIONS

2.01 Controlling Order

Unless otherwise agreed, in the event of any conflict or contradiction between or among the provisions of the Contract, the provisions in the documents will control in the following order:

- a. The Signature Document;
- b. These Special Conditions;
- c. HHSC Uniform Terms and Conditions – Vendor;
- d. The Solicitation and any addendums, corrections, and clarifications; then
- e. Contractor’s Solicitation Response and any agreed to modifications.

2.02 Inducements

In awarding the Contract, the HHSC relies on Contractor’s assurances of the following:

- a. Contractor and its Subcontractors are established providers of the WSD described in the Solicitation and required under the Contract;
- b. Contractor and its Subcontractors have the skills, qualifications, expertise, financial resources, and experience necessary to perform the WSD in an efficient, cost-effective manner, with a high degree of quality and responsiveness.
- c. Contractor has performed similar WSD for other public or private entities;
- d. Contractor has thoroughly reviewed, analyzed, and understood the Solicitation, has timely raised all questions or objections to the Solicitation or WSD, and has had the opportunity to review and fully understand HHSC’s current program and operating environment for the activities that are the subject of the Contract and the needs and requirements of the State during the Contract term;
- e. Contractor has had the opportunity to review and understand the State’s stated objectives in entering into the Contract and, based on such review and understanding, Contractor currently has

- the capability to perform the WSD in accordance with the terms and conditions of the Contract; and
- f. Contractor fully understands the risks associated with public health and human service programs administered by HHSC as described in the Solicitation, including the risk of non-appropriation of funds.

2.03 Delegation of Authority

Whenever, by any provision of the Contract, any right, power, or duty is imposed or conferred on HHSC, the right, power, or duty so imposed or conferred is possessed and exercised by HHSC's Executive Commissioner unless such is delegated to duly appointed agents or employees of HHSC. HHSC's Executive Commissioner will reduce any delegation of authority to writing and provide a copy to Contractor on request. The authority delegated to Contractor by HHSC is limited to the terms of the Contract. Contractor may not rely upon implied authority and is not delegated authority under the Contract to:

- a. Make public policy;
- b. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of HHSC Programs; or
- c. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the HHSC regarding HHSC Programs or the Contract. However, upon request and reasonable notice to the Contractor, Contractor will assist HHSC in communications and negotiations regarding the WSD under the Contract with state and federal governments.

2.04 Other System Agencies Participation in the Contract

In addition to providing the WSD specified for HHSC, Contractor agrees to allow other System Agencies the option to participate in the Contract under the same terms and conditions. Each System Agency that elects to obtain WSD under this section will issue a purchase or work order to Contractor, referring to, and incorporating by reference, the terms and conditions specified in the Contract.

System Agencies have no authority to modify the terms of the Contract. However, additional System Agency terms and conditions that do not conflict with the Contract, and are acceptable to the Contractor, may be added in a purchase or work order and given effect. No additional term or condition added in a purchase or work order issued by a System Agency can conflict with or diminish a term or condition of the Contract. In the event of a conflict between a System Agency's purchase or work order and the Contract, the Contract terms control.

2.05 Most Favored Customer

Contractor agrees that if during the term of the Contract, Contractor enters into any agreement with any other governmental customer, or any non-affiliated commercial customer by which it agrees to provide equivalent services at lower prices, or additional services at comparable prices, Contractor will notify HHSC within (10) business days from the date Contractor executes any such agreement. Contractor agrees, at HHSC's option, to amend the Contract to accord equivalent advantage to HHSC.

2.06 Assumption After Assignment

As authorized in the VUTC, each party to whom an assignment is made must assume all or any part of Contractor's interests in the Contract, the WSD, and any documents executed with respect to the Contract, including, without limitation, the assignor's obligation for all or any portion of the purchase payments, in whole or in part.

2.07 Cooperation with HHSC Vendors

At HHSC's request, Contractor will allow parties interested in responding to other HHSC solicitations to have reasonable access during normal business hours to the WSD, software, systems documentation, and site visits to the Contractor's facilities. Contractor may elect to have such parties inspecting the WSD, facilities, software or systems documentation to agree to use the information so obtained only in the State of Texas and only for the purpose of responding to the relevant HHSC solicitation.

2.08 Renegotiation and Reprocurement Rights

Notwithstanding anything in the Contract to the contrary, HHSC may at any time during the term of the Contract exercise the option to notify Contractor that HHSC has elected to renegotiate certain terms of the Contract. Upon Contractor's receipt of any notice under this section, Contractor and HHSC will undertake good faith negotiations of the subject terms of the Contract.

HHSC may at any time issue solicitation instruments to other potential contractors for performance of any portion of the WSD covered by the Contract, including services similar or comparable to the WSD, performed by Contractor under the Contract. If HHSC elects to procure the WSD, or any portion thereof, from another vendor in accordance with this section, HHSC will have the termination rights set forth in the VUTC.

2.09 Solicitation Errors

Contractor will not take advantage of any errors or omissions in the Solicitation or the resulting Contract. Contractor must promptly notify HHSC of any errors or omissions that are discovered. Failure to notify HHSC of any errors will constitute a waiver of those errors.

ARTICLE III. PROHIBITION AGAINST PERFORMANCE OUTSIDE OF THE UNITED STATES

3.01 Authority

HHSC is responsible for the development and implementation of Software and hardware to support HHSC programs, which are paid for in whole or in part with State and federal funds. Accordingly, such Software and hardware may be subject to statutory restrictions on the export of technology to foreign nations, including but not limited to the Export Administration Regulations contained in 15 C.F.R. Parts 730-774.

3.02 Prohibition

Contractor agrees that, unless specifically authorized in writing by HHSC:

- (1) All WSD under this Contract, including that of Subcontracts, will be performed exclusively within the United States. This obligation includes, but is not limited to, information technology services, processing, transmission, storage, archiving, data center services, disaster recovery sites and services, customer support, medical, dental, laboratory and clinical services, services related to Custom Software, and all modifications of Custom Software, Third Party Software, or vendor proprietary software;
- (2) All information obtained by Contractor or a Subcontractor under this Contract shall be maintained within the United States; and shall not leave the United States by any means (physical or electronic) at any time; and
- (3) Contractor shall not permit any person or entity at a location Outside The United States to have remote access to any of the WSD under the Contract without HHSC's written approval.

3.03 Exception

The prohibition against WSD Outside the United States does not preclude the acquisition or use of commercial off-the-shelf (COTS) software that is developed Outside the United States or hardware that is generically configured Outside the United States. The prohibition against WSD Outside the United States does not preclude Contractor from acquiring or using products or supplies that are manufactured Outside the United States, provided such products or supplies are commercially available within the United States for acquisition.

3.04 Remedy

Contractor's violation of this section will constitute a material breach of the Contract. Contractor will be liable to HHSC for all damages in accordance with the Contract.

ARTICLE IV. CONTRACTOR PERSONNEL AND SUBCONTRACTORS

4.01 Qualifications

Contractor agrees to maintain the organizational and administrative capacity and capabilities proposed in its response to the Solicitation, as modified, to carry out all duties and responsibilities under the Contract. Contractor Agents assigned to perform the duties and responsibilities under the Contract must be and remain properly trained and qualified for the functions they are to perform. Notwithstanding the transfer or turnover of personnel, Contractor remains obligated to perform all duties and responsibilities under the Contract without degradation and in strict accordance with the terms of the Contract.

4.02 Conduct and Removal

While performing the WSD under the Contract, Contractor Agents must comply with applicable Contract terms, State and federal rules, regulations, HHSC's policies, and HHSC's requests regarding personal and professional conduct; and otherwise conduct themselves in a businesslike and professional manner.

If HHSC determines in good faith that a particular Contractor Agent is not conducting himself or herself in accordance with the terms of the Contract, HHSC may provide Contractor with notice and documentation regarding its concerns. Upon receipt of such notice, Contractor must promptly investigate the matter and, at HHSC's election, take appropriate action that may include removing the Contractor Agent from

performing any WSD under the Contract and replacing the Contractor Agent with a similarly qualified individual acceptable to HHSC as soon as reasonably practicable or as otherwise agreed to by HHSC.

4.03 No Authority

Contractor Agents are not employees of HHSC or the State of Texas and are considered Contractor's employees for all purposes. Except as provided in the Contract, neither Contractor nor any of Contractor Agents may act in any sense as agents or representatives of HHSC or the State of Texas.

4.04 E-Verify

By entering into this Contract, Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- (1) All persons employed to WSD within the State of Texas, during the term of the Contract; and
- (2) All Contractor Agents assigned by Contractor to perform WSD pursuant to the Contract, within the United States of America.

4.05 Subcontractors Not Identified in the Solicitation Response

Prior to entering into a Subcontract, Contractor must identify any Subcontractor that is a newly-formed subsidiary or entity, whether or not an affiliate of Contractor, substantiate the proposed Subcontractor's ability to perform the subcontracted WSD, and certify to HHSC that no loss of WSD will occur as a result of the performance of such Subcontractor.

At HHSC's request, prior to executing a Subcontract with a value greater than \$100,000.00, Contractor must submit a copy of the Subcontract to HHSC for review and approval. HHSC reserves the right to:

- (1) Reject the Subcontract or require changes to any provisions that do not comply with the requirements, duties, or responsibilities of the Contract or that create significant barriers for HHSC to monitor compliance with the Contract;
- (2) Object to the selection of the Subcontractor; or
- (3) Object to the subcontracting of the WSD proposed to be subcontracted.

ARTICLE V. PERFORMANCE

5.01 Measurement

Satisfactory performance of the Contract, unless otherwise specified in the Contract, will be measured by:

- (1) Compliance with Contract requirements, including all representations and warranties;
- (2) Compliance with the WSD requested in the Solicitation and WSD proposed by Contractor in its response to the Solicitation and approved by HHSC;
- (3) Delivery of WSD in accordance with the service levels proposed by Contractor in the Solicitation Response as accepted by HHSC;
- (4) Results of audits, inspections, or quality checks performed by the HHSC or its designee;

- (5) Timeliness, completeness, and accuracy of WSD; and
- (6) Achievement of specific performance measures and incentives as applicable.

ARTICLE VI. AMENDMENTS AND MODIFICATIONS

6.01 Formal Procedure

No different or additional WSD or contractual obligations will be authorized or performed unless contemplated within the Scope of Work and memorialized in an amendment or modification of the Contract that is executed in compliance with this Article. No waiver of any term, covenant, or condition of the Contract will be valid unless executed in compliance with this Article. Contractor will not be entitled to payment for WSD that is not authorized by a properly executed Contract amendment or modification, or through the express written authorization of HHSC.

Any changes to the Contract that results in a change to either the term, fees, or significantly impacting the obligations of the parties to the Contract must be effectuated by a formal Amendment to the Contract. Such Amendment must be signed by the appropriate and duly authorized representative of each party in order to have any effect.

6.02 Minor Administrative Changes

HHSC's designee, referred to as the Contract Manager, Project Sponsor, or other equivalent, in the Contract, is authorized to provide written approval of mutually agreed upon Minor Administrative Changes to the WSD or the Contract that do not increase the fees or term. Changes that increase the fees or term must be accomplished through the formal amendment procedure, as set forth in Section 6.01 of these Special Conditions. Upon approval of a Minor Administrative Change, HHSC and Contractor will maintain written notice that the change has been accepted in their Contract files.

6.03 Technical Guidance Letters

Notwithstanding anything to the contrary in the Contract, Technical Guidance Letters (“TGL”) as provided by the VUTC will not act as an Amendment or modification to the Contract to the extent such affect price or term of the Contract. Such TGLs are interpretive and instructional only and are not authorized to extend the term, modify the fees or other payment arrangements, increase the Contract total value, or materially change the substance of the WSD.

ARTICLE VII. AUDITS AND RECORDS

7.01 Record Retention

Contractor will comply with the records retention schedule approved by the Texas State Library and Archives Commission, unless a longer period is specified in the Contract. Contractor acknowledges that such schedule may be amended or modified from time to time and agrees to give any such modification or amendment full effect. The current approved schedule is published at <https://www tsl.texas.gov/sites/default/files/public/tslac/slrm/state/schedules/529.PDF>. It is Contractor's

responsibility to monitor the Texas State Library and Archives Commission's approval of HHSC's record retention schedules.

7.02 Access and Accommodation

In providing the access required by the VUTC for records and audits, Contractor will provide access to records, books, and documents in reasonable comfort and will provide any furnishings, equipment, or other conveniences necessary to enable complete and unfettered access to records, books, and documents to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities. Contractor will require Contractor Agents to provide comparable accommodations. Upon request, Contractor will provide copies of records, books, and documents free of charge to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, including those the entities described in the VUTC.

The access and accommodations set forth in this section will also be provided for Software and equipment used in the performance of the WSD. Contractor will provide reasonable assistance that this section requires to auditors and/or inspectors to complete any audits or inspections related to the WSD.

Contractor will include this section concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.03 Response to Audits or Inspection Findings

Contractor will take all action to ensure it, or a Contractor Agent, complies with any finding of noncompliance relating to the WSD or any other deficiency contained in any audit, review, or inspection conducted under the Contract. Contractor will bear the expense of compliance with any finding of noncompliance under the Contract that is:

- (1) Required by a Texas or federal law, regulation, rule or other audit requirement relating to Contractor's business;
- (2) Performed by Contractor as part of the WSD; or
- (3) Necessary due to Contractor's noncompliance with any law, regulation, rule or audit requirement imposed on Contractor.

ARTICLE VIII. PAYMENT

8.01 Duty to Make Payment

HHSC will be relieved of its obligation to make any payments to Contractor until such time as any and all set-off amounts have been credited to HHSC. If HHSC disputes payment of all or any portion of an invoice from Contractor, HHSC will notify the Contractor of the dispute and both Parties will attempt in good faith to resolve the dispute in accordance with these Special Conditions. HHSC will not be required to pay any disputed portion of a Contractor invoice unless, and until, the dispute is resolved. Notwithstanding any such dispute, Contractor will continue to perform the WSD in compliance with the terms of the Contract pending resolution of such dispute so long as all undisputed amounts continue to be paid to Contractor.

ARTICLE IX. CONFIDENTIALITY

9.01 Requests for Public Information

HHSC will, as permitted by law and as practicable considering HHSC's resources, notify Contractor of a request for disclosure of public information related to the Contract filed in accordance with the Texas Public Information Act, Texas Government Code Chapter 552 ("PIA"). In the event Contractor believes the requested information should be protected under the PIA, Contractor will comply with PIA requirements pertaining to that information and will provide HHSC with copies of all such documentation required to support its request for nondisclosure. Contractor must make public information not otherwise excepted from disclosure under the PIA available to HHSC at no additional charge to HHSC.

To the extent authorized under the PIA, HHSC will safeguard from disclosure information received from Contractor that Contractor believes to be confidential. Contractor must clearly mark each page of such information as "Contractor Confidential Information" and provide written notice to HHSC that it considers the information confidential in accordance with the PIA. Contractor's designation or marking of information in this manner does not act, and should not be construed, as an agreement or other consent by HHSC that such information is actually confidential pursuant to the PIA.

9.02 Consultant Disclosure

Contractor agrees that any consultant reports received by HHSC in connection with the Contract may be distributed by HHSC, in its discretion, to any other state agency and the Texas legislature. Any distribution may include posting on HHSC's website or the website of a standing committee of the Texas Legislature.

9.03 Other Confidential Information

HHSC prohibits the unauthorized disclosure of Other Confidential Information. Contractor and all Contractor Agents will not disclose or use any Other Confidential Information in any manner except as is necessary for the WSD or the proper discharge of obligations and securing of rights under the Contract. Contractor will have a system in effect to protect Other Confidential Information. Any disclosure or transfer of Other Confidential Information by Contractor, including information requested to do so by HHSC, will be in accordance with the Contract. If Contractor receives a request for Other Confidential Information, Contractor will immediately notify HHSC of the request, and will make reasonable efforts to protect the Other Confidential Information from disclosure until further instructed by the HHSC.

Contractor will notify HHSC promptly of any unauthorized possession, use, knowledge, or attempt thereof, of any Other Confidential Information by any person or entity that may become known to Contractor. Contractor will furnish to HHSC all known details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist HHSC in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Other Confidential Information.

HHSC will have the right to recover from Contractor all damages and liabilities caused by or arising from Contractor or Contractor Agents' failure to protect HHSC's Confidential Information as required by this section.

**IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN
THE VUTC, CONTRACTOR WILL INDEMNIFY AND HOLD HARMLESS
HHSC FROM ALL DAMAGES, COSTS, LIABILITIES, AND EXPENSES
(INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES)**

AND COSTS) CAUSED BY OR ARISING FROM CONTRACTOR OR CONTRACTOR AGENTS FAILURE TO PROTECT OTHER CONFIDENTIAL INFORMATION. CONTRACTOR WILL FULFILL THIS PROVISION WITH COUNSEL APPROVED BY HHSC.

ARTICLE X. DISPUTES AND REMEDIES

10.01 Agreement of the Parties

The Parties agree that the interests of fairness, efficiency, and good business practices are best served when the Parties employ all reasonable and informal means to resolve any dispute under the Contract before resorting to formal dispute resolution processes otherwise provided in the Contract. The Parties will use all reasonable and informal means of resolving disputes prior to invoking a remedy provided elsewhere in the Contract, unless HHSC immediately terminates the Contract in accordance with the terms and conditions of the Contract.

Any dispute, that in the judgment of any Party to the Agreement, may materially affect the performance of any Party will be reduced to writing and delivered to the other Party within 10 business days after the dispute arises. The Parties must then negotiate in good faith and use every reasonable effort to resolve the dispute at the managerial or executive levels prior to initiating formal proceedings pursuant to the VUTC and Texas Government Code §2260, unless a Party has reasonably determined that a negotiated resolution is not possible and has so notified the other Party. The resolution of any dispute disposed of by agreement between the Parties will be reduced to writing and delivered to all Parties within 10 business days of such resolution.

10.02 Operational Remedies

The remedies described in this section may be used or pursued by HHSC in the context of the routine operation of the Contract and are directed to Contractor's timely and responsive performance of the WSD as well as the creation of a flexible and responsive relationship between the Parties. Contractor agrees that HHSC may pursue operational remedies for Items of Noncompliance with the Contract. At any time, and at its sole discretion, HHSC may impose or pursue one or more said remedies for each Item of Noncompliance. HHSC will determine operational remedies on a case-by-case basis which include, but are not, limited to:

- 1) Requesting a detailed Corrective Action Plan, subject to HHSC approval, to correct and resolve a deficiency or breach of the Contract;
- 2) Require additional or different corrective action(s) of HHSC's choice;
- 3) Suspension of all or part of the Contract or WSD;
- 4) Prohibit Contractor from incurring additional obligations under the Contract;
- 5) Issue stop Work Orders;
- 6) Assessment of liquidated damages as provided in the Contract;
- 7) Accelerated or additional monitoring;
- 8) Withholding of payments; and
- 9) Additional and more detailed programmatic and financial reporting.

HHSC's pursuit or non-pursuit of an operational remedy does not constitute a waiver of any other remedy that HHSC may have at law or equity; excuse Contractor's prior substandard performance, relieve

Contractor of its duty to comply with performance standards, or prohibit HHSC from assessing additional operational remedies or pursuing other appropriate remedies for continued substandard performance.

HHSC will provide notice to Contractor of the imposition of an operational remedy in accordance with this section, with the exception of accelerated monitoring, which may be unannounced. HHSC may require Contractor to file a written response as part of the operational remedy approach.

10.03 Equitable Remedies

Contractor acknowledges that if, Contractor breaches, attempts, or threatens to breach, any obligation under the Contract, the State will be irreparably harmed. In such a circumstance, the State may proceed directly to court notwithstanding any other provision of the Contract. If a court of competent jurisdiction finds that Contractor breached, attempted, or threatened to breach any such obligations, Contractor will not oppose the entry of an order compelling performance by Contractor and restraining it from any further breaches, attempts, or threats of breach without a further finding of irreparable injury or other conditions to injunctive relief.

10.04 Continuing Duty to Perform

Neither the occurrence of an event constituting an alleged breach of contract, the pending status of any claim for breach of contract, nor the application of an operational remedy, is grounds for the suspension of performance, in whole or in part, by Contractor of the WSD or any duty or obligation with respect to the Contract.

ARTICLE XI. DAMAGES

11.01 Availability and Assessment

HHSC will be entitled to actual, direct, indirect, incidental, special, and consequential damages resulting from Contractor's failure to comply with any of the terms of the Contract. In some cases, the actual damage to HHSC as a result of Contractor's failure to meet the responsibilities or performance standards of the Contract are difficult or impossible to determine with precise accuracy. Therefore, if provided in the Contract, liquidated damages may be assessed against Contractor for failure to meet any aspect of the WSD or responsibilities of the Contractor. HHSC may elect to collect liquidated damages:

- 1) Through direct assessment and demand for payment to Contractor; or
- 2) By deducting the amounts assessed as liquidated damages against payments owed to Contractor for Work performed. In its sole discretion, HHSC may deduct amounts assessed as liquidated damages as a single lump sum payment or as multiple payments until the full amount payable by the Contractor is received by the HHSC.

11.02 Specific Items of Liability

Contractor bears all risk of loss or damage due to defects in the WSD, unfitness or obsolescence of the WSD, or the negligence or intentional misconduct of Contractor or Contractor Agents. Contractor will ship all equipment and Software purchased and Third Party Software licensed under the Contract, freight prepaid, FOB HHSC's destination. The method of shipment will be consistent with the nature of the items shipped and applicable hazards of transportation to such items. Regardless of FOB point, Contractor bears

all risks of loss, damage, or destruction of the WSD, in whole or in part, under the Contract that occurs prior to acceptance by HHSC. After acceptance by HHSC, the risk of loss or damage will be borne by HHSC; however, Contractor remains liable for loss or damage attributable to Contractor's fault or negligence.

Contractor will protect HHSC's real and personal property from damage arising from Contractor or Contractor Agents performance of the Contract, and Contractor will be responsible for any loss, destruction, or damage to HHSC's property that results from or is caused by Contractor or Contractor Agents' negligent or wrongful acts or omissions. Upon the loss of, destruction of, or damage to any property of HHSC, Contractor will notify HHSC thereof and, subject to direction from HHSC or its designee, will take all reasonable steps to protect that property from further damage. Contractor agrees, and will require Contractor Agents, to observe safety measures and proper operating procedures at HHSC sites at all times. Contractor will immediately report to the HHSC any special defect or an unsafe condition it encounters or otherwise learns about.

IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR ALL COSTS INCURRED THAT ARE ASSOCIATED WITH INDEMNIFYING THE STATE OF TEXAS OR HHSC WITH RESPECT TO INTELLECTUAL, REAL AND PERSONAL PROPERTY. ADDITIONALLY, HHSC RESERVES THE RIGHT TO APPROVE COUNSEL SELECTED BY CONTRACTOR TO DEFEND HHSC OR THE STATE OF TEXAS AS REQUIRED UNDER THIS SECTION.

ARTICLE XII. TURNOVER

12.01 Turnover Plan

HHSC may require Contractor to develop a Turnover Plan at any time during the term of the Contract in HHSC's sole discretion. Contractor must submit the Turnover Plan to HHSC for review and approval. The Turnover Plan must describes Contractor's policies and procedures that will ensure:

- 1) The least disruption in the delivery the WSD during Turnover to HHSC or its designee; and
- 2) Full cooperation with HHSC or its designee in transferring the WSD and the obligations of the Contract.

12.02 Turnover Assistance

Contractor will provide any assistance and actions reasonably necessary to enable HHSC or its designee to effectively close out the Contract and transfer the WSD and the obligations of the Contract to another vendor or to perform the WSD by itself. Contractor agrees that this obligation survives the termination, regardless of whether for cause or convenience, or the expiration of the Contract and remains in effect until completed to the satisfaction of HHSC.

ARTICLE XIII. ADDITIONAL LICENSE AND OWNERSHIP PROVISIONS

13.01 HHSC Additional Rights

HHSC will have ownership and unlimited rights to use, disclose, duplicate, or publish all information and data developed, derived, documented, or furnished by Contractor under or resulting from the Contract. Such data will include all results, technical information, and materials developed for or obtained by HHSC from Contractor in the performance of the WSD. If applicable, Contractor will reproduce and include HHSC's copyright, proprietary notice, or any product identifications provided by Contractor.

13.02 Third Party Software

Contractor grants HHSC a non-exclusive, perpetual, license for HHSC to use Third Party Software and its associated documentation for its internal business purposes. HHSC will be entitled to use Third Party Software on the equipment or any replacement equipment used by HHSC, and with any replacement Third Party Software chosen by HHSC, without additional expense.

Terms in any licenses for Third Party Software will be consistent with the requirements of this section. Prior to utilizing any Third Party Software product not identified in the Solicitation Response, Contractor will provide HHSC copies of the license agreement from the licensor of the Third Party Software to allow HHSC to, in its discretion, object to the license agreement that must, at a minimum, provide HHSC with necessary rights consistent with the short and long-term goals of the Contract. Contractor will assign to HHSC all licenses for the Third Party Software as necessary to carry out the intent of this section.

Contractor will, during the Contract, maintain any and all Third Party Software at their most current version or no more than one version back from the most current version. However, Contractor will not maintain any Third Party Software versions, including one version back, if notified by HHSC that any such version would prevent HHSC from using any functions, in whole or in part, of HHSC systems or would cause deficiencies in HHSC systems.

13.03 Software and Ownership Rights.

In accordance with 45 C.F.R. Part 95.617, all appropriate federal agencies will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to use for government purposes all WSD, materials, Custom Software and modifications thereof, source code, associated documentation designed, developed, or installed with Federal Financial Participation under the Contract, including but not limited to those materials covered by copyright.

ARTICLE XIV. MISCELLANEOUS PROVISIONS

14.01 Ability to Perform

In conjunction with the Permitting and Licensure requirements contained in the VUTC, Contractor must remain in good standing with all regulatory agencies throughout the term of the Contract. Failure to remain in good standing with all regulatory agencies constitutes a material breach of Contract. Contractor must maintain the financial resources to fund the capital expenditures required under the Contract without advances by HHSC or assignment of any payments by the HHSC to a financing source.

14.02 Continuing Duty to Disclose

Contractor acknowledges its continuing obligation to comply with the requirements of any affirmation or certification contained in the Contract, and will immediately notify HHSC of any changes in circumstances affecting those certifications.

14.03 Conflicts of Interest

Contractor warrants to the best of its knowledge and belief, except to the extent already disclosed to HHSC, there are no facts or circumstances that could give rise to a Conflict of Interest and further that Contractor or Contractor Agents have no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with their performance under the Contract. Contractor will, and require Contractor Agents, to establish safeguards to prohibit Contract Agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational Conflict of Interest, or for personal gain. Contractor and Contractor Agents will operate with complete independence and objectivity without actual, potential or apparent Conflict of Interest with respect to the activities conducted under the Contract.

Contractor agrees that, if after Contractor's execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to HHSC. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by HHSC as a potential conflict. HHSC reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by HHSC's decision.

If HHSC determines that Contractor was aware of a Conflict of Interest and did not disclose the conflict to HHSC, such nondisclosure will be considered a material breach of the Contract. Furthermore, such breach may be submitted to the Office of the Attorney General, Texas Ethics Commission, or appropriate State or federal law enforcement officials for further action.

14.04 Flow Down Provisions

Contractor must include any applicable provisions of the Contract in all subcontracts based on the scope and magnitude of work to be performed by such Subcontractor. Any necessary terms will be modified appropriately to preserve the State's rights under the Contract.

14.05 Recruitment Prohibition

Contractor will not retain, without HHSC written consent, any person or entity utilized by HHSC in the development of the Solicitation or who participated in the selection of the Contractor for the Contract. Contractor will not recruit or employ any HHSC personnel who have worked on projects relating to the subject matter of the Contract, or who have had any influence on decisions affecting the subject matter of the Contract, for two (2) years following the completion of the Contract.

14.06 Manufacturer's Warranties

Contractor assigns to HHSC all of the manufacturers' warranties and indemnities relating to the WSD, including without limitation, Third Party Software, to the extent Contractor is permitted by the manufacturers to make such assignments to HHSC.

14.07 Cooperation with HHSC Designees

Contractor will cooperate with and work with State and federal agencies, other State contractors, subcontractors and third-party representatives as required by the WSD or requested by HHSC. Contractor personnel will cooperate at no charge to HHSC for purposes relating to the WSD. This cooperation specifically includes, but is not limited to:

- (1) The investigation and prosecution of fraud, abuse, and waste in the HHSC programs;
- (2) Audit, inspection, or other investigative purposes; and
- (3) Testimony in judicial or quasi-judicial proceedings relating to the Contract or other delivery of information requested by the HHSC or other agencies' investigators or legal staff.

14.08 Notice of Litigation or Contract Action

Contractor will notify HHSC of any litigation or legal matter related to or affecting the Contract within seven calendar days of becoming aware of the litigation or legal matter. Contractor will also notify HHSC if Contractor has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within seven calendar days of such event. The notification required under this section will contain information sufficient for HHSC to independently confirm the action and to take appropriate actions.

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Appendix D: Healthy Texas Women Certification

**Legal Business Name
of Applicant:** _____

This certification pertains to the following billing or performing provider:

Provider Name _____
 Federal Tax ID Number _____ NPI
 Number _____

If provider does not have an NPI, Submission Date of Medicaid Application _____

Provider's primary billing address:

Street Address _____
 Street Address City/State/Zip Code _____
 Telephone Number _____

Provider's primary physical address:

Street Address _____
 Street Address City/State/Zip Code _____
 Telephone Number _____

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "affiliate" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:
 common ownership, management, or control;
 a franchise; or

the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "Promote" means advancing, furthering, advocating, or popularizing elective abortion by, for example:
 taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;
 furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;
 or
 using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is _____ . I am the provider or, if the provider is an organization, I am the provider's (title or position) _____. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.
 I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.
 I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.
 I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity. In particular:
 - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
 - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
 - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
 - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications. I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.
 I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any of my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
 - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
 - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
 - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification _____ through 12/31/_____

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

Terminate HTW certification

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Appendix E: Women at or Below 200% FPL

Women At or Below 200 % FPL - From Census Small Area Health Insurance Estimates 2013

Texas

	Number	Percent
Texas, all Regions	4,798,259	100%
Region 1	159,586	3.3%
Region 2	96,222	2.0%
Region 3	1,179,889	24.6%
Region 4	203,866	4.2%
Region 5	141,350	2.9%
Region 6	1,111,372	23.2%
Region 7	523,803	10.9%
Region 8	500,004	10.4%
Region 9	98,785	2.1%
Region 10	209,231	4.4%
Region 11	574,151	12.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below 200
% FPL**

**From Census Small Area Health Insurance
Estimates 2013**

**Health Service
Region - 1**

COUNTY	Women at or Below 200 % FPL	% by County
ARMSTRONG	266	0.2%
BAILEY	1,696	1.1%
BRISCOE	290	0.2%
CARSON	655	0.4%
CASTRO	1,885	1.2%
CHILDRESS	1,103	0.7%
COCHRAN	709	0.4%
COLLINGSWORTH	662	0.4%
CROSBY	1,414	0.9%
DALLAM	1,564	1.0%
DEAF SMITH	3,028	1.9%
DICKENS	370	0.2%
DONLEY	657	0.4%
FLOYD	1,261	0.8%
GARZA	799	0.5%
GRAY	3,540	2.2%
HALE	7,759	4.9%
HALL	747	0.5%
HANSFORD	872	0.5%
HARTLEY	539	0.3%
HEMPHILL	493	0.3%
HOCKLEY	4,044	2.5%
HUTCHINSON	3,680	2.3%
KING	51	0.0%
LAMB	3,078	1.9%
LIPSCOMB	514	0.3%
LUBBOCK	56,404	35.3%
LYNN	1,077	0.7%
MOORE	4,633	2.9%
MOTLEY	211	0.1%
OCHILTREE	1,687	1.1%
OLDHAM	325	0.2%
PARMER	2,109	1.3%
POTTER	28,121	17.6%
RANDALL	16,350	10.2%
ROBERTS	84	0.1%
SHERMAN	566	0.4%
SWISHER	1,567	1.0%
TERRY	2,692	1.7%
WHEELER	798	0.5%
YOAKUM	1,286	0.8%
HSR 1 Total	159,586	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below 200 %
FPL**

**From Census Small Area Health Insurance Estimates
2013**

Health Service Region - 2

COUNTY	Women at or Below 200 % FPL	% by County
ARCHER	1,106	1.1%
BAYLOR	684	0.7%
BROWN	6,945	7.2%
CALLAHAN	2,202	2.3%
CLAY	1,411	1.5%
COLEMAN	1,788	1.9%
COMANCHE	2,697	2.8%
COTTLE	327	0.3%
EASTLAND	3,468	3.6%
FISHER	587	0.6%
FOARD	245	0.3%
HARDEMAN	769	0.8%
HASKELL	975	1.0%
JACK	1,295	1.3%
JONES	2,676	2.8%
KENT	120	0.1%
KNOX	783	0.8%
MICHELL	1,143	1.2%
MONTAGUE	3,193	3.3%
NOLAN	2,906	3.0%
RUNNELS	1,893	2.0%
SCURRY	2,497	2.6%
SHACKELFORD	537	0.6%
STEPHENS	1,686	1.8%
STONEWALL	233	0.2%
TAYLOR	25,848	26.9%
THROCKMORTON	243	0.3%
WICHITA	22,325	23.2%
WILBARGER	2,570	2.7%
YOUNG	3,070	3.2%
HSR 2 Total	96,222	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below
200 % FPL**

**From Census Small Area Health Insurance
Estimates 2013**

Health Service Region - 3

COUNTY	Women at or Below 200 % FPL	% by County
COLLIN	77,422	6.6%
COOKE	6,176	0.5%
DALLAS	523,961	44.4%
DENTON	81,800	6.9%
ELLIS	23,896	2.0%
ERATH	7,946	0.7%
FANNIN	5,547	0.5%
GRAYSON	20,949	1.8%
HOOD	6,598	0.6%
HUNT	16,419	1.4%
JOHNSON	23,783	2.0%
KAUFMAN	16,596	1.4%
NAVARRO	10,411	0.9%
PALO PINTO	5,625	0.5%
PARKER	14,534	1.2%
ROCKWALL	7,745	0.7%
SOMERVELL	1,240	0.1%
TARRANT	320,676	27.2%
WISE	8,565	0.7%
HSR 3 Total	1,179,889	100%

1. Women at or under 200% FPL according to the U.S.
Census Bureau's 2013 Small Area Health Insurance
Estimates (SAHIE) model.

**Women At or Below
200 % FPL**

**From Census Small Area Health Insurance
Estimates 2013**

Health Service Region - 4

COUNTY	Women at or Below 200 % FPL	% by County
ANDERSON	8,602	4.2%
BOWIE	17,113	8.4%
CAMP	2,800	1.4%
CASS	5,650	2.8%
CHEROKEE	10,647	5.2%
DELTA	972	0.5%
FRANKLIN	1,964	1.0%
GREGG	22,536	11.1%
HARRISON	11,989	5.9%
HENDERSON	14,841	7.3%
HOPKINS	6,946	3.4%
LAMAR	9,866	4.8%
MARION	1,969	1.0%
MORRIS	2,615	1.3%
PANOLA	3,761	1.8%
RAINS	1,861	0.9%
RED RIVER	2,495	1.2%
RUSK	8,611	4.2%
SMITH	38,388	18.8%
TITUS	7,514	3.7%
UPSHUR	6,817	3.3%
VAN ZANDT	8,958	4.4%
WOOD	6,951	3.4%
HSR 4 Total	203,866	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

Women At or Below 200 % FPL
From Census Small Area Health Insurance
Estimates 2013 Health Service Region - 5

COUNTY	Women at or Below 200 % FPL	% by County
ANGELINA	18,460	13.1%
HARDIN	7,547	5.3%
HOUSTON	4,227	3.0%
JASPER	6,496	4.6%
JEFFERSON	46,964	33.2%
NACOGDOCHES	13,788	9.8%
NEWTON	2,492	1.8%
ORANGE	13,198	9.3%
POLK	8,089	5.7%
SABINE	1,714	1.2%
SAN AUGUSTINE	1,767	1.3%
SAN JACINTO	4,779	3.4%
SHELBY	5,660	4.0%
TRINITY	2,790	2.0%
TYLER	3,379	2.4%
HSR 5 Total	141,350	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

Women At or Below 200 % FPL
From Census Small Area Health Insurance Estimates
2013

Health Service Region - 6

COUNTY	Women at or Below 200 % FPL	% by County
AUSTIN	4,089	0.4%
BRAZORIA	40,902	3.7%
CHAMBERS	3,923	0.4%
COLORADO	3,460	0.3%
FORT BEND	68,183	6.1%
GALVESTON	43,326	3.9%
HARRIS	836,220	75.2%
LIBERTY	13,512	1.2%
MATAGORDA	6,756	0.6%
MONTGOMERY	64,343	5.8%
WALKER	10,972	1.0%
WALLER	8,138	0.7%
WHARTON	7,548	0.7%
HSR 6 Total	1,111,372	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (**SAHIE**) model.

**Women At or Below 200
% FPL**

**From Census Small Area Health Insurance
Estimates 2013**

**Health Service
Region - 7**

COUNTY	Women at or Below 200 % FPL	% by County
BASTROP	13,121	2.5%
BELL	63,113	12.0%
BLANCO	1,456	0.3%
BOSQUE	2,946	0.6%
BRAZOS	44,561	8.5%
BURLESON	2,758	0.5%
BURNET	7,098	1.4%
CALDWELL	7,945	1.5%
CORYELL	14,013	2.7%
FALLS	3,328	0.6%
FAYETTE	3,309	0.6%
FREESTONE	3,066	0.6%
GRIMES	4,314	0.8%
HAMILTON	1,443	0.3%
HAYS	27,590	5.3%
HILL	6,826	1.3%
LAMPASAS	3,428	0.7%
LEE	2,428	0.5%
LEON	2,735	0.5%
LIMESTONE	4,445	0.8%
LLANO	2,736	0.5%
MADISON	50,615	9.7%
MCLENNAN	2,408	0.5%
MILAM	4,562	0.9%
MILLS	874	0.2%
ROBERTSON	3,352	0.6%
SAN SABA	1,106	0.2%
TRAVIS	181,409	34.6%
WASHINGTON	5,173	1.0%
WILLIAMSON	51,645	9.9%
HSR 7 Total	523,803	100.0%

1. Women at or under 200% FPL according to the U.S.
Census Bureau's 2013 Small Area Health Insurance
Estimates (SAHIE) model.

**Women At or Below 200
% FPL**

**From Census Small Area Health Insurance
Estimates 2013**

**Health Service
Region - 8**

COUNTY	Women at or Below 200 % FPL	% by County
ATASCOSA	9,105	1.8%
BANDERA	2,804	0.6%
BEXAR	346,692	69.3%
CALHOUN	3,991	0.8%
COMAL	13,462	2.7%
DEWITT	3,028	0.6%
DIMMIT	2,579	0.5%
EDWARDS	359	0.1%
FRIO	3,510	0.7%
GILLESPIE	3,233	0.6%
GOLIAD	1,014	0.2%
GONZALES	4,348	0.9%
GUADALUPE	19,872	4.0%
JACKSON	2,231	0.4%
KARNES	2,027	0.4%
KENDALL	3,526	0.7%
KERR	7,748	1.5%
KINNEY	504	0.1%
LA SALLE	1,226	0.2%
LAVACA	2,766	0.6%
MAVERICK	15,928	3.2%
MEDINA	7,513	1.5%
REAL	628	0.1%
UVALDE	6,383	1.3%
VAL VERDE	10,163	2.0%
VICTORIA	16,370	3.3%
WILSON	5,567	1.1%
ZAVALA	3,427	0.7%
HSR 8 Total	500,004	100.0%

1. Women at or under 200% FPL according to the U.S.
Census Bureau's 2013 Small Area Health Insurance
Estimates (SAHIE) model.

Women At or Below 200 % FPL
From Census Small Area Health Insurance Estimates
2013

Health Service Region - 9

COUNTY	Women at or Below 200 % FPL	% by County
ANDREWS	2,291	2.3%
BORDEN	66	0.1%
COKE	494	0.5%
CONCHO	447	0.5%
CRANE	644	0.7%
CROCKETT	620	0.6%
DAWSON	2,268	2.3%
ECTOR	27,494	27.8%
GAINES	3,771	3.8%
GLASSCOCK	118	0.1%
HOWARD	5,602	5.7%
IRION	185	0.2%
KIMBLE	791	0.8%
LOVING	16	0.0%
MARTIN	813	0.8%
MASON	688	0.7%
MCCULLOCH	1,627	1.6%
MENARD	405	0.4%
MIDLAND	19,938	20.2%
PECOS	2,388	2.4%
REAGAN	500	0.5%
REEVES	2,238	2.3%
SCHLEICHER	530	0.5%
STERLING	101	0.1%
SUTTON	545	0.6%
TERRELL	144	0.1%
TOM GREEN	20,662	20.9%
UPTON	477	0.5%
WARD	1,737	1.8%
WINKLER	1,185	1.2%
HSR 9	98,785	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below 200 %
FPL**

From Census Small Area Health Insurance

Estimates 2013 Health Service Region - 10

COUNTY	Women at or Below 200 %	% by County
BREWSTER	1,612	0.8%
CULBERSON	536	0.3%
EL PASO	204,281	97.6%
HUDSPETH	882	0.4%
JEFF DAVIS	295	0.1%
PRESIDIO	1,625	0.8%
HSR 10 Total	209,231	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

Women At or Below 200 % FPL
**From Census Small Area Health Insurance
 Estimates 2013**

Health Service Region - 11

COUNTY	Women at or Below 200 % FPL	% by County
ARANSAS	4,015	0.7%
BEE	5,575	1.0%
BROOKS	1,736	0.3%
CAMERON	120,451	21.0%
DUVAL	2,245	0.4%
HIDALGO	238,742	41.6%
JIM HOGG	1,172	0.2%
JIM WELLS	8,378	1.5%
KENEDY	100	0.0%
KLEBERG	6,618	1.2%
LIVE OAK	1,464	0.3%
MCMULLEN	49	0.0%
NUECES	68,351	11.9%
REFUGIO	1,149	0.2%
SAN PATRICIO	11,644	2.0%
STARR	18,922	3.3%
WEBB	74,695	13.0%
WILLACY	5,168	0.9%
ZAPATA	3,677	0.6%
HSR 11 Total	574,151	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

Attachment B – Contractor’s Revised Program Forms

FORM H: FUNDING REQUEST AND CLIENTS SERVED

Legal Business Name of
Respondent:

SOUTH PLAINS RURAL HEALTH SERVICES, INC.

Funding Requests

Funding requests must be based on the total cost of providing services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service clients. These activities may include but are not limited to:

- Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
- Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;
- Staff development and training related to HTW Fee-for-Service Program service delivery; and
- Client and community based educational activities related to the HTW Fee-for-Service Program.

Total Funding Request	\$221,965
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Clients Served:

The number of clients a respondent intends to serve through the HTW Fee-for-Service Program will be used to assess, in part, the respondent's effectiveness in providing the proposed support services under the contract resulting from this RFP.

NOTE: This total must be a reasonable estimate of the number of Unduplicated Clients the respondent proposes to serve in the HTW Fee-for-Service Program.

1. **Clinical Services:** Enter the number of Unduplicated Clients respondent intents to serve in the HTW Fee-for-Service Program during the term of the contract in the table below:

Table 1: Clinical Services

Proposed Number of Clinical Clients to be Served	1478
-------------------------------------------------------------	------

**Form M-1: Community Education/Program Promotion Calendar July 1, 2016 – 8 31,
2017**
South Plains Rural Health Services, Inc.

Date	Topic / Activity	Presenter	Location	
Ongoing	Billboard Activity with available FP services		In Lubbock, Terry, Hockley, Lamb counties presently	
Ongoing Monthly	KLVT Radio advertisement of all services		Radio	
July 2016	Newspaper advertisements – HTW available services / LARC availability	Newspaper	Lamesa, Levelland, Big Spring	
September 2016	HTW / FP / PHC program Information booth	Jeff Malpiede – Outreach	South Plains College	
October 2016	HTW / FP / PHC program Information booth	Jeff Malpiede – Outreach	Howard College	
Fall 2016	Medical Arts Hospital Health Fair – information booth	Eva Robson, Jeff Malpiede	Lamesa Medical Arts Hospital	
Fall 2016	Big Spring Chamber Women's Health Expo	Eva Robson, Reyna Valenzuela	Big Spring Chamber of Commerce	
March 2017	Community Diabetes Day	Eva Robson, Karen Burke	Lamesa	
March 2017	Tobacco Awareness Day – information booth	Jeff Malpiede	Levelland SPRHS	
February 2017	Heart health Day – free screenings	Clinic Managers all sites	Lamesa, Big Spring, Levelland Clinics	
May 2017	Free Pap Screening Day	Clinic Managers	Lamesa, Big Spring, Levelland Clinics	

5m
6/12/2014

Attachment C – Contractor’s Revised Budget

General Instructions for Completing Budget Forms

In preparing the budget, you must budget all costs that your organization will incur in carrying out the Healthy Texas Women Program. Instructions for completing the budget template follow:

- * Enter the legal name of your organization in the space provided for "Legal Name of Respondent" on the budget summary page. Doing so will populate the budget category detail templates with the organization's name.
- * Complete each budget category detail template. If a primary budget category detail template does not accommodate all items in your budget, use the respective supplemental budget templates at the end of this workbook. The total of each supplemental category detail budget template will automatically populate to the last line of the respective primary budget category template.
- * After you complete each budget category detail template, go to the Budget Summary.
- * Distribute the total amount in column 1 in each budget category manually among the various funding sources (columns 2 through 6).
- * Refer to the table below the budget template table to verify that the amounts distributed (Distribution Total) in each budget category equals the "Budget Total" for each respective category. Next, verify that the overall total of all distributions (Distribution Totals) equals the Budget Total.
- * Fill all budget forms out in **WHOLE DOLLARS**.

jet

FORM F: BUDGET SUMMARY (REQUIRED)

Legal Name of Respondent:

SOUTH PLAINS RURAL HEALTH SERVICES , INC.

Budget Categories	Total HTW Budget (1)	HTW Categorical (2)	HTW Fee-For-Service (3)
A. Personnel	\$244,764	\$28,016	\$216,748
B. Fringe Benefits	\$39,162	\$5,132	\$34,030
C. Travel	\$9,000	\$4,500	\$4,500
D. Equipment	\$0		
E. Supplies	\$63,816	\$71,816	
F. Contractual	\$73,996	\$75,996	
G. Other	\$46,505	\$36,505	
H. Total Direct Costs	\$477,243	\$221,965	\$255,278
I. Indirect Costs	\$0		
J. Total (Sum of H and I)	\$477,243	\$221,965	\$255,278

NOTE: The "Total Budget" amount for each Budget Category will have to be entered manually among columns 2 through 3. Enter amounts in **whole dollars**. After amounts have been entered for each funding source, verify that the "Distribution Total" below equals the respective amount under the "Total Budget" from column (1).

	Budget Category	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
Check Totals For:	Personnel	\$244,764	\$244,764	Fringe Benefits	\$39,162	\$39,162
	Travel	\$9,000	\$9,000	Equipment	\$0	\$0
	Supplies	\$71,816	\$63,816	Contractual	\$75,996	\$73,996
	Other	\$36,505	\$46,505	Indirect Costs	\$0	\$0

TOTAL FOR:	Distribution Totals	\$477,243	Budget Total	\$477,243
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List any budget assumptions below:

FORM F-1: PERSONNEL Budget Category Detail Form

Legal Name of Respondent:

SOUTH PLAINS RURAL HEALTH SERVICES , INC.

PERSONNEL Functional Title + Code E = Existing or P = Proposed	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
						12	\$0
Patient Records Clerk	N	Case Management, Medical Support, Hockley County	0.1	N/A	\$1,560.00	12	\$1,872
Patient Records Clerk	N	Case Management, Medical Support, Howard County	0.5	N/A	\$1,000.00	12	\$6,000
Screener	N	Case Management, Medical Support	0.5	N/A	\$2,000.00	12	\$12,000
Family Nurse Practitioner, Lamesa E	N	Direct Patient Care Dawson County	0.15	CFNP	\$7,500.00	12	\$13,500
Family Nurse Practitioner, Lamesa E	N	Direct Patient Care Dawson County	0.15	CFNP	\$7,500.00	12	\$13,500
FNP-Medical Director	N	Direct Patient Care Hockley County	0.25	CFNP	\$7,500.00	12	\$22,500
Family Nurse Practitioner, Howard E	N	Direct Patient Care Howard County	0.25	CFNP	\$7,500.00	12	\$22,500
Family Nurse Practitioner, Howard E	N	Direct Patient Care Howard County	0.4	CFNP	\$6,000.00	12	\$28,800
Family Practice Physician, Hockely, E	N	Direct Patient Care, Hockley Cty	0.2	MD	\$13,750.00	12	\$33,000
Family Practice Physician, E	N	Direct Patient Care Dawson County	0.25	MD	\$14,166.67	12	\$42,500
LVN, Hockley	N	Direct Patient Care, Howard County	0.25	LVN	\$2,946.67	12	\$8,840
RMA supervisor	N	Direct Patient Care, Hockley	0.25	RMA	\$2,600.00	12	\$7,800
TOTAL FROM PERSONNEL SUPPLEMENTAL BUDGET SHEETS							\$31,952
SalaryWage Total							\$244,764

FRINGE BENEFITS

Itemize the elements of fringe benefits in the space below:

Federal Tax 7.65%, SUTA , Retirement 3%, Health Insurance \$440/per employee FT

	Fringe Benefit Rate %	16.00%
	Fringe Benefits Total	\$39,162

FORM F-2: TRAVEL Budget Category Detail Form

Legal Name of Respondent:

SOUTH PLAINS RURAL HEALTH SERVICES , INC.

Conference / Workshop Travel Costs		Justification	Location City/State	Number of:		Travel Costs
Description of Conference/Workshop	Days/Employees					
LARC IUD training-5 providers	To be trained on insertion of IUDs		TX	3/5	Mileage	
					Airfare	\$2,000
					Meals	\$1,125
					Lodging	\$4,500
					Other Costs	\$500
					Total	\$8,125
HTW conference	Updates on program		TX	1/1	Mileage	
					Airfare	\$400
					Meals	\$75
					Lodging	\$300
					Other Costs	\$100
					Total	\$875
					Mileage	
					Airfare	
					Meals	
					Lodging	
					Other Costs	
					Total	\$0
					Mileage	
					Airfare	
					Meals	
					Lodging	
					Other Costs	
					Total	\$0
TOTAL FROM TRAVEL SUPPLEMENTAL CONFERENCE/WORKSHOP BUDGET SHEETS						\$0

Total for Conference / Workshop Travel

\$9,000
Revised 7/6/2009

Other / Local Travel Costs

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
TOTAL FROM TRAVEL SUPPLEMENTAL OTHER/LOCAL TRAVEL COSTS BUDGET SHEETS					\$0

Total for Other / Local Travel

 Other / Local Travel Costs:

 Conference / Workshop Travel Costs:
Total Travel Costs:

Indicate Policy Used:

 Respondent's Travel Policy

 State of Texas Travel Policy

**FORM F-3: EQUIPMENT AND CONTROLLED ASSETS Budget Category
Detail Form**

Legal Name of Respondent:

SOUTH PLAINS RURAL HEALTH SERVICES , INC.

Itemize, describe, and justify the list below. Attach complete specifications or a copy of the purchase order. Check the Contractor's Financial Procedures Manual for definition of equipment.

Total Amount Requested for Equipment:

\$0

FORM F-4: SUPPLIES Budget Category Detail Form

Legal Name of Respondent:

SOUTH PLAINS RURAL HEALTH SERVICES , INC.

Itemize and describe each supply item and provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable. Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) Check the Contractor's Financial Procedures Manual for definition of supplies.

Total Amount Requested for Supplies:

\$63,816

FORM F-5: CONTRACTUAL Budget Category Detail Form

Legal Name of Respondent: **SOUTH PLAINS RURAL HEALTH SERVICES , INC.**

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show company name. Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e., Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e., hourly rate, unit rate, lump sum amount)
Radiology Services, Covenant Levelland	Radiology Services	CXR, Mammograms, misc radiology services	Unit - cost test dependent	6	\$1,000.00
Radiology Services, Medical Arts Lamesa	Radiology Services f	Mammograms, misc radiology services	Unit	10	\$500.00
Radiology Services, Scenic Mountain, Big Spring	Radiology Services	Mammograms, misc radiology services	Unit	10	\$300.00
Lab Corp	Laboratory Services	Necessary for Lab tests for patients	Monthly	12	\$3,333.00
Covenant Hospital Levelland	Tubal Ligation Services	Covenant to perform Tubals at Covenant Levelland Hospital	Unit	10	\$1,800.00
Covenant Hospital Levelland	Vasectomies	Covenant to perform vasectomies	unit	4	\$500.00
TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS					

Total Amount Requested for CONTRACTUAL:

ntractors as "To Be

TOTAL
\$6,000
\$5,000
\$3,000
\$39,996
\$18,000
\$2,000
\$0
\$0
\$0
\$0
\$73,996

FORM F-6: OTHER Budget Category Detail Form

Legal Name of Respondent:

SOUTH PLAINS RURAL HEALTH SERVICES , INC.

Total Amount Requested for Other:

\$46,505

FORM F - 7 Indirect Costs

Legal Name of Respondent:

SOUTH PLAINS RURAL HEALTH SERVICES , INC.

Total amount of indirect costs allocable to the project:

Amount:

Indirect costs are based on (mark the statement that is applicable):

The respondent's most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. **Expired rate agreements are not acceptable. Attach a copy of the rate agreement to this form (Form I - 7 Indirect)**

RATE:

BASE:

Applies only to governmental entities . The respondent's current central service cost rate or indirect cost rate based on a rate proposal prepared in accordance with OMB Circular A-87. Attach a copy of Certification of Cost Allocation Plan or Certification of Indirect Costs.

RATE:

TYPE:

BASE:

GO TO PAGE 2 (below)

Page 2, FORM F - 7 Indirect Costs

If using an central service or indirect cost rate, identify the types of costs that are included (being allocated) in the rate:

Organizations that do not use an indirect cost rate and governmental entities with only a central service rate must identify the types of costs that will be allocated as indirect costs and the methodology used to allocate these costs in the space provided below. The costs/methodology must also be disclosed in Part V-Indirect Cost Allocation of the Cost Allocation Plan that is submitted to DSHS. **Identify the types of costs that are being allocated as indirect costs, the allocation methodology, and the allocation base:**

SUPPLEMENTAL FORMS INSTRUCTIONS

The supplemental budget templates (two per budget category) are intended to supplement cost reimbursement budgets when there are too many items to fit on the primary budget template.

Respondents that have utilized all the lines on the primary budget templates must use the supplemental templates to list detail information for the respective budget category. For example, after all the lines on the primary budget template for Personnel (tab labeled Form F - 1 Personnel) have been used, go to the supplemental template labeled "Form F - 1a Personnel Supp" and if all the lines are used on this template, go to the next template labeled "Form F - 1b Personnel". The amounts on each supplemental template will automatically total and the total from both templates will automatically be inserted on the last line of the primary budget template.

- Form F-1 Personnel Supplemental
- Form F-2 Travel Supplemental
- Form F-3 Equipment Supplemental
- Form F-4 Supplies Supplemental
- Form F-5 Contractual Supplemental
- Form F-6 Other Supplemental

FORM F-1: PERSONNEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent: **SOUTH PLAINS RURAL HEALTH SERVICES , INC.**

PERSONNEL Functional Title + Code E = Existing or P = Proposed	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
RN-Director Of Nursing all sites	N	Direct Patient Care	0.05	RN	\$3,467.00	12	\$2,080
CEO-Admin All sites E	N	Admin Oversight	0.01	MD/CEO	\$25,684.00	12	\$3,082
CFO-Admin All sites E	N	Admin Oversight	0.01	CFO	\$7,265.00	12	\$872
Director of OPERATIONS-ADMIN E	N	Admin Oversight	0.01	DCO	\$4,770.00	12	\$572
IT-DIRECTOR E	N	EMR maintenance	0.01	IT	\$6,665.00	12	\$800
Outreach/Education	N	Educate community	0.05	N/A	\$3,750.00	12	\$2,250
SENIOR ACCOUNTANT E	N	Grants managemet	0.05	N/A	\$4,160.00	12	\$2,496
ELIGIBILITY CLERK E	N	Eligibility/Screening-Levelland	0.1	N/A	\$1,500.00	12	\$1,800
PATIENT RECORDS CLERK E	N	Check in/check out EHR maintenance Lev	0.1	N/A	\$1,500.00	12	\$1,800
BILLING CLERK E	N	Coding/Billing insurance, patient, grant Lev	0.2	N/A	\$1,500.00	12	\$3,600
ELIGIBILITY CLERK E	N	Eligibility/Screening-Lam	0.2	N/A	\$1,500.00	12	\$3,600
PI COORDINATOR	N	Monthly Perfomance audits and Compliance	0.2	N/A	\$1,500.00	12	\$3,600
PATIENT RECORDS CLERK E	N	Check in/check out EHR maintenance BS	0.2	N/A	\$1,500.00	12	\$3,600
ENROLLMENT COORDINATOR	N	Monthly monitoring and assistance with enrollments	0.1	N/A	\$1,500.00	12	\$1,800
SalaryWage Total							\$31,952

FORM F-1: PERSONNEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

SOUTH PLAINS RURAL HEALTH SERVICES , INC.

FORM F-2: TRAVEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

SOUTH PLAINS RURAL HEALTH SERVICES , INC.

Conference / Workshop Travel Costs

Description of Conference/Workshop	Justification	Location (City, State)	Number of: Days/Employees	Travel Costs	
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0

Total for Conference / Workshop Travel

\$0

Other / Local Travel Costs

Revised: 7/6/2009

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0

Total for Other / Local Travel

\$0

Other / Local Travel Costs: **\$0**

Conference / Workshop Travel Costs: **\$0**

Total Travel Costs:

\$0

FORM F-2: TRAVEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

SOUTH PLAINS RURAL HEALTH SERVICES , INC.

Conference / Workshop Travel Costs

Description of Conference/Workshop	Justification	Location (City, State)	Number of: Days/Employees	Travel Costs	
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0

Total for Conference / Workshop Travel

\$0

Other / Local Travel Costs

Revised: 7/6/2009

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0

Total for Other / Local Travel

\$0

Other / Local Travel Costs: **\$0**

Conference / Workshop Travel Costs: **\$0**

Total Travel Costs:

\$0

FORM F-3: EQUIPMENT AND CONTROLLED ASSETS Budget Category
Detail Form (Supplemental)

Legal Name of Respondent:

SOUTH PLAINS RURAL HEALTH SERVICES , INC.

Itemize, describe, and justify the list below. Attach complete specifications or a copy of the purchase order. Check the Contractor's Financial Procedures Manual for definition of equipment.

Total Amount Requested for Equipment:

\$0

FORM F-3: EQUIPMENT AND CONTROLLED ASSETS Budget Category
Detail Form (Supplemental)

Legal Name of Respondent:

SOUTH PLAINS RURAL HEALTH SERVICES , INC.

Itemize, describe, and justify the list below. Attach complete specifications or a copy of the purchase order. Check the Contractor's Financial Procedures Manual for definition of equipment.

Total Amount Requested for Equipment:

\$0

FORM F-4: SUPPLIES Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

SOUTH PLAINS RURAL HEALTH SERVICES , INC.

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable**. Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) Check the Contractor's Financial Procedures Manual for definition of supplies.

Total Amount Requested for Supplies:

\$0

FORM F-4: SUPPLIES Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

SOUTH PLAINS RURAL HEALTH SERVICES , INC.

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable**. Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) Check the Contractor's Financial Procedures Manual for definition of supplies.

Total Amount Requested for Supplies:

\$0

FORM F-5: CONTRACTUAL Budget Category Detail Form (Supplemental)

Legal Name of Respondent: **SOUTH PLAINS RURAL HEALTH SERVICES , INC.**

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contract number. Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

Total Amount Requested for CONTRACTUAL:

ntractors as "To Be

TOTAL
\$0
\$0
\$0
\$0
\$0
\$0
\$0
\$0
\$0
\$0

\$0

FORM F-5: CONTRACTUAL Budget Category Detail Form (Supplemental)

Legal Name of Respondent: **SOUTH PLAINS RURAL HEALTH SERVICES , INC.**

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contract number. Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

Total Amount Requested for CONTRACTUAL:

ntractors as "To Be

TOTAL
\$0
\$0
\$0
\$0
\$0
\$0
\$0
\$0
\$0
\$0

\$0

FORM F-6: OTHER Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

SOUTH PLAINS RURAL HEALTH SERVICES , INC.

Total Amount Requested for Other:

\$0

FORM F-6: OTHER Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

SOUTH PLAINS RURAL HEALTH SERVICES , INC.

Total Amount Requested for Other:

\$0

Attachment D – Contractor’s Original Application



Chris Traylor, Executive Commissioner

**Request for Proposals (RFP)
for
*Healthy Texas Women***

RFP No. 529-16-0094

Date of Release: 3/22/2016

NIGP Class/Item Codes: 948-00, 948-47, 948-48, 948-55, 948-74

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ATTENTION INTERESTED RESPONDENTS

This RFP requires a respondent to submit a number of signed documents with its proposal. Please use [**Form A**](#) to ensure that respondent is submitting all required **signed** documents with its proposal. **Failure to do so will result in automatic disqualification of respondent's proposal.**

1. General Information

1.1. Scope

On July 1, 2016, HHSC will consolidate the Texas Women's Health Program (TWHP) and the Expanded Primary Healthcare Program (EPHC) into the new Healthy Texas Women Program (HTW Program). The HTW Program includes both a fee-for-service component (HTW Fee-for-Service Program) and a cost reimbursement component.

In this RFP, the State of Texas, by and through the Texas Health and Human Services Commission (HHSC), seeks qualified entities that provide, or will provide, services through the HTW Fee-for-Service Program to enter into cost reimbursement contracts to conduct additional activities that will enhance the clinical outcomes for clients seen through the HTW Fee-for-Service Program.

NOTE: A client will have an HTW identification card.

1.2. HHSC Point of Contact

The sole point of contact for inquiries concerning this RFP is:

***Mahsa Azadi, CTPM
Procurement Project Manager***
Ref: RFP# **529-16-0094**

Procurement and Contracting Services Division
Health and Human Services Commission
1100 W 49th Street
Mail Code: 2020
Austin, TX 78756
512-406-2410

Mahsa.Azadi@hhsc.state.tx.us

All communications relating to this RFP must be directed to the HHSC contact person named above. All communications between respondents and other HHSC staff members concerning this RFP are strictly prohibited. **Failure to comply with these requirements will result in proposal disqualification.**

1.3. Tentative Procurement Schedule

The following table documents the pre-award events for this procurement. All dates are subject to change at HHSC's discretion.

Tentative Procurement Schedule	
RFP Release Date	3/22/2016
Vendor Conference	4/1/2016
Vendor Questions Due	4/4/2016
HHSC Posts Responses to Vendor Questions	4/11/2016
Proposals Due	4/21/2016
Anticipated Contract Start Date	7/1/2016

1.4. General Definitions

Affiliate: An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates a common ownership, management, control, franchise, or the granting or extension of a license or other agreement that authorizes the entity to use the other entity's brand name, trademark, service mark, or other registered identification mark.

Department of State Health Services (DSHS): The agency responsible for administering physical and mental health-related prevention, treatment, and regulatory programs for the State of Texas.

Elective Abortion: The intentional termination of a pregnancy by an attending physician who knows that the female is pregnant, using any means that is reasonably likely to cause the death of the fetus. The term does not include the use of any such means to terminate a pregnancy that resulted from an act of rape or incest; in a case in which a female suffers from a physical disorder, physical disability, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy, that would, as certified by a physician, place the female in danger of death or risk of substantial impairment of a major bodily function unless an abortion is performed; or in a case in which a fetus has a life-threatening physical condition that, in reasonable medical judgment, regardless of the provision of life-saving treatment, is incompatible with life outside the womb.

Expanded Primary Health Care program (EPHC): A state-funded health care program that provides primary, preventive, and screening services to women age 18 and older, that are at or below 200 percent of the Federal Poverty Level and are unable to access the same care through other programs.

Federal Poverty Level (FPL): The set minimum amount of income that a family needs for food, clothing, transportation, shelter, and other necessities. In the United States, this level is determined by the Department of Health and Human Services. FPL varies according to household size. The number is adjusted for inflation and reported annually in the form of poverty guidelines.

Family Planning Services: Educational or comprehensive medical activities that enable individuals to determine freely the number and spacing of their children and to select the means by which this may be achieved. These services include contraceptive services, pregnancy testing and counseling, health screenings, preconception health screenings for obesity, smoking, and mental health, and sexually transmitted infection services and screenings.

Indirect Costs: Costs incurred for a common or joint purpose benefiting more than one project or cost objective of respondent's organization and not readily identified with a particular project or cost objective. Typical examples of Indirect Costs may include general administration and general expenses such as salaries and expenses of executive officers, personnel administration and accounting; depreciation or use allowances on buildings and equipment; and costs of operating and maintaining facilities.

Health Service Region (HSR): Counties grouped within specified geographic areas for administrative purposes.

Healthy Texas Women Program (HTW Program): A state-funded program administered by HHSC to provide eligible Uninsured women with Women's Health Services and Family Planning Services.

Healthy Texas Women Fee-for-Service (HTW Fee-for-Service Program): Women's Health Services and Family Planning Services provided through the HTW Program on a fee-for-service basis through the TMHP system.

In-reach: Activities that are conducted with the purpose of informing and educating women already served by a respondent's organization about services they are not receiving, but may be eligible to receive in the HTW Program.

Medicaid: Title XIX of the Social Security Act; reimburses for health care services delivered to low-income individuals who meet eligibility guidelines.

Outreach: Activities that are conducted with the purpose of informing and educating the community about available HTW Program services and increasing the number of clients served through the HTW Program.

Priority Population: The target population to be served through the HTW Program.

Promote: Advancing, advocating, or popularizing Elective Abortions.

State Fiscal Year: The twelve-month period beginning September 1st and ending August 31st.

Texas Medicaid & Healthcare Partnership (TMHP): The Texas Medicaid Claims and Primary Care Case Management (PCCM) Administrator.

Texas Women's Health Program (TWHP): TWHP is the current state-funded program administered by HHSC to provide eligible Uninsured women with women's health and Family Planning Services that is being replaced with the HTW Program.

Unduplicated Client: An HTW Fee-for-Service Program client who is counted only one time during a State Fiscal Year, regardless of the number of visits, encounters, or services they receive in the HTW Program (e.g., one client seen four times during the State Fiscal Year is counted as one Unduplicated Client).

Uninsured: Not having medical insurance or not enrolled in a medical assistance program, such as Medicaid.

Women's Health Services: Preventative health services that are beneficial to a woman's reproductive health including, but not limited to, vaccines and immunizations, breast cancer screening, cervical cancer screening and treatment, and gynecological services including cancer screening or repair of abnormalities.

Programmatic Acronyms:

EPHC	Expanded Primary Health Care
FFS	Fee for Service
FPL	Federal Poverty Level
HSR	Health Service Region
HTW	Healthy Texas Women
PCCM	Primary Care Case Management
QA	Quality Assurance
QI	Quality Improvement
TMHP	Texas Medicaid & Healthcare Partnership
TWHP	Texas Women's Health Program

1.5. Eligible Respondents

To be eligible to participate in the cost reimbursement component of the HTW Program being procured in this RFP, a respondent must:

- A. not perform or Promote Elective Abortions;
- B. not be an Affiliate of an entity or individual that performs or Promotes Elective Abortions;
- C. meet these requirements throughout the procurement process and throughout the term of the awarded contract;
- D. be a Medicaid provider in accordance with [Title 1, Texas Administrative Code, Part 15, Chapter 352](#), or must have submitted a Texas Medicaid Provider Enrollment Application;

NOTE: To demonstrate eligibility to respond to this RFP, respondent must include the Texas Provider Identifier (TPI) and the National Provider Identifier (NPI) for each clinic site that will provide HTW Program services on [Form K-1](#). If a clinic site does not have a TPI or NPI, the respondent must provide the date the Texas Medicaid Provider Enrollment Application was submitted on Form K-1. Respondents can learn more about the Texas Medicaid Provider Enrollment process by referring to the [TMHP website](#).

- E. have completed the HTW certification form, which is contained on [Form D](#);

NOTE: A respondent must complete one Form D for all clinics associated with its NPI. If a respondent does not yet have an NPI, the respondent must complete Form D and indicate the date it submitted its Texas Medicaid Provider Enrollment Application on the form.

- F. be determined to be "Active" by the Texas Comptroller of Public Accounts; and
- G. be located in Texas and have a Texas business address.

FAILURE TO COMPLY WITH THESE REQUIREMENTS WILL RESULT IN A NONRESPONSIVE DETERMINATION AND RESPONDENT WILL BE DISQUALIFIED.

1.6. Background

Overview of the Health and Human Services Commission

Since 1991, HHSC has overseen and coordinated the planning and delivery of health and human service programs in Texas. HHSC is established in accordance with Texas Government Code [Chapter 531](#) and is responsible for the oversight of all Texas health and human service agencies (HHS Agencies). HHSC's chief executive officer is Chris Taylor, Executive Commissioner of Health and Human Services.

As a result of the consolidation due to House Bill (HB) 2292, 78th Regular Session in fiscal year 2003, some of the contracting and procurement activities for the HHS Agencies have been assigned to the Procurement and Contracting Services (PCS) Division of HHSC. As such, PCS will administer the initial stages of the procurement process, prior to the contract award, including RFP announcement and publication, handling of communications from the respondent, as well as managing the receipt and handling of valid responses for final review and evaluation. PCS directs the execution of the contract after the awarded vendor has been selected.

1.6.1. HTW Program Overview

In December 2014, the Sunset Commission issued the recommendation that HHSC consolidate the women's health care programs in order to improve service and efficiency for clients and providers. This included the recommendation to consolidate the existing Texas Women's Health Program (TWHP) at HHSC and the Expanded Primary Health Care (EPHC) Program at DSHS into one program and division at HHSC. On July 1, 2016, HHSC will consolidate the TWHP and EPHC into the HTW Program. The HTW Program is comprised of two components, one that is within the scope of this RFP and one that is not.

The first component is the HTW Fee-for-Service Program, **which is not within the scope of this RFP**. The HTW Fee-for-Service Program is patterned after the current Texas Women's Health Program. As such, any qualified Medicaid provider in Texas, who has completed the TWHP/HTW certification process, may be reimbursed for services in accordance with the "Healthy Texas Women Program Reimbursable Procedure Codes", which are contained in Appendix A for informational purposes only. In the HTW Fee-for-Service Program, client eligibility is determined by HHSC and fee-for-service claims will be processed by the Texas Medicaid Healthcare Partnership. Services in the HTW Fee-for-Service Program will be preventive health, medical, counseling, and educational services that assist low-income Texan women to manage their fertility and achieve optimal reproductive and general health and include, but are not limited to, the following services: pelvic examinations, contraceptive services (pregnancy prevention and birth spacing), pregnancy testing and counseling, sexually transmitted infection services, breast and cervical cancer screenings and diagnostic services, immunizations, cervical dysplasia treatment, and other preventive services.

The second component of the HTW Program, **which is within the scope of this RFP**, is the cost reimbursement component, which is discussed further in Section 2 of this RFP. The services provided under the cost reimbursement component of the HTW Program do not include direct client care services provided through the HTW Fee-for-Service Program; however, the services being procured in this RFP are directly related, and limited, to the clients served through the HTW Fee-for-Service Program and women that are deemed presumptively eligible for the HTW Fee-for-Service Program.

All HTW Program funds are required to be used to increase access to Women's Health Services and Family Planning Services in order to prevent unintended pregnancies, positively affect the outcome of future pregnancies, and positively impact the health and wellbeing of women and their families.

1.7. Strategic Elements

Contract Type and Term

HHSC will award one or more contracts for the HTW cost reimbursement component of the HTW Program. The initial contract period will commence on or about July 1, 2016 and will terminate on August 31, 2017. The resulting contracts may be renewed for up to two additional two-year terms

Contract Elements

The term "contract" means the contract awarded as a result of this RFP, which includes the signature document and all attachments thereto, HHSC's Uniform Terms and Conditions Version 2.12 (UTCs), the HHSC Special Conditions, this RFP, and the successful respondents' respective proposals. The UTCs are contained in [Appendix B](#) and the HHSC Special Conditions are contained in [Appendix C](#). Additionally, a contract resulting from this RFP will be subject to HHSC's [Data Use Agreement \(DUA\)](#), which will be incorporated into the contract.

HHSC reserves the right to negotiate additional contract terms and conditions. Respondents are responsible for reviewing the UTCs and HHSC Special Conditions and noting any exceptions on the [Respondent Information and Disclosures](#) form.

HHSC's Basic Philosophy: Contracting for Results

HHSC's fundamental commitment is to contract for results. HHSC defines a successful result as the generation of defined, measurable, and beneficial outcomes that satisfy the contract requirements and support HHSC's missions and objectives. This RFP describes what is required of the contractor in terms of services and deliverables, and unless otherwise noted in the RFP, places the responsibility for how they are accomplished on the contractor.

1.8. External Factors

External factors may affect the project, including budgetary and resource constraints. Any contract resulting from this RFP is subject to the availability of state funds. As of the issuance of this RFP, HHSC anticipates that budgeted funds will be available to reasonably fulfill the project requirements. If, however, funds are not available, HHSC reserves the right to withdraw the RFP or terminate the resulting contracts without penalty.

1.9. Legal and Regulatory Constraints

Delegation of Authority

State and federal laws generally limit HHSC's ability to delegate certain decisions and functions to a contractor, including but not limited to: (1) policy-making authority; and (2) final decision-making authority on the acceptance or rejection of contracted services.

Conflicts of Interest

A conflict of interest is a set of facts or circumstances in which either a respondent or anyone acting on its behalf in connection with this procurement has past, present, or currently planned personal, professional or financial interests, or obligations that, in HHSC's determination, would actually or apparently conflict or interfere with the respondent's contractual obligations to HHSC. A conflict of interest would include circumstances in which a respondent's personal, professional or financial interests, or obligations may directly or indirectly:

- make it difficult or impossible to fulfill its contractual obligations to HHSC in a manner that is consistent with the best interests of the State of Texas;
- impair, diminish or interfere with respondent's ability to render impartial or objective assistance or advice to HHSC; or
- provide the respondent with an unfair competitive advantage in future HHSC procurements.

Neither the respondent nor any other person or entity acting on its behalf, including but not limited to subcontractors, employees, agents, and representatives may have a conflict of interest with respect to this procurement. Before submitting a proposal, respondents should carefully review the UTCs and HHSC Special Conditions for additional information concerning conflicts of interests.

A respondent must certify that it does not have personal or business interests that present a conflict of interest with respect to the RFP and resulting contract (see [Required Certifications Form](#)). Additionally, if applicable, the respondent must disclose all potential conflicts of interest. The respondent must describe the measures it will take to ensure that there will be no actual conflict of interest and that its fairness, independence, and objectivity will be maintained (see the [Respondent Information and Disclosure Form](#)). HHSC will determine to what extent, if any, a potential conflict of interest can be mitigated and managed

during the term of the contract. **Failure to identify potential conflicts of interest may result in HHSC's disqualification of a proposal or termination of the contract.**

Former Employees of a State Agency

Respondents must comply with Texas laws and regulations relating to the hiring of former state employees (see e.g., Texas Government Code [§572.054](#)). Such “revolving door” provisions generally restrict former agency heads from communicating with or appearing before the agency on certain matters for two years after leaving the agency. The revolving door provisions also restrict some former employees from representing clients on matters that the employee participated in during state service or matters that were in the employee’s official responsibility.

As a result of such laws and regulations, a respondent must certify that it has complied with all applicable laws and regulations regarding former state employees (see the [Respondent Information and Disclosure Form](#)). Furthermore, a respondent must disclose any relevant past state employment of the respondent’s or its subcontractors’ employees and agents in the [Respondent Information and Disclosure Form](#).

1.10. HHSC Amendments and Announcements Regarding this RFP

HHSC will post all official communication regarding this RFP to the [Electronic State Business Daily \(ESBD\)](#). HHSC reserves the right to revise the RFP at any time. Any changes, amendments, or clarifications will be made in the form of written responses to respondent questions, amendments, or addenda issued by HHSC on the [ESBD](#). Respondents should check the website frequently for notice of matters affecting the RFP. To access the website, go to the [ESBD search](#) page and enter a search for this procurement.

1.11. RFP Cancellation/Partial Award/Non-Award

HHSC reserves the right to cancel this RFP, to make a partial award, or to make no award if it determines that such action is in the best interest of the State of Texas.

1.12. Right to Reject Proposals or Portions of Proposals

HHSC may, in its discretion, reject any and all proposals or portions thereof.

1.13. Costs Incurred

Issuance of this RFP in no way constitutes a commitment by HHSC to award a contract or to pay any costs incurred by a respondent in the preparation of a response to this RFP. HHSC is not liable for any costs incurred by a respondent prior to issuance of or entering into a formal agreement, contract, or purchase order. Costs of developing proposals, preparing for or participating in oral presentations and site visits, or any other similar expenses incurred by a respondent are entirely the responsibility of the respondent and will not be reimbursed in any manner by the State of Texas.

1.14. Protest Procedures

[Title 1, Texas Administrative Code Part 15, Chapter 391, Subchapter D, §391.401](#) outlines HHSC’s respondent protest procedures.

1.15. Interpretive Conventions

Whenever the terms “shall,” “must,” or “is required” are used in this RFP in conjunction with a specification or performance requirement, the specification or requirement is mandatory. A respondent’s failure to address or meet a mandatory requirement in a proposal may be cause for HHSC’s rejection of the proposal.

Whenever the terms “can,” “may,” or “should” are used in this RFP in conjunction with a specification or performance requirement, the specification or performance requirement is a desirable, but not mandatory, requirement. Accordingly, a respondent’s failure to address or provide any items so referred to will not be the cause for rejection of the proposal, but will likely result in a less favorable evaluation.

2. Scope of Work

2.1. Project Scope

Activities under the contracts resulting from this RFP must be directly related to support services that enhance services provided by a respondent to a client under the HTW Fee-for-Service Program. Support services include, but are not limited to:

- (1) Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
- (2) Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;
- (3) Staff development and training related to HTW Fee-for-Service Program service delivery; and
- (4) Client and community based educational activities related to the HTW Program.

Respondents must provide the following program components in the provision of its proposed support services: (1) Program Administration and Management; (2) Quality Assurance/Quality Improvement; (3) Professional Development; (4) Recruitment; and (5) Long-Acting Reversible Contraception Usage. Respondents must complete the Work Plan required on [Form I](#) and describe how it intends to meet each element of the required program components:

Note: A client will have an HTW identification card.

Program Component 1 - Program Administration and Management

Respondent must:

- A. Identify the services it proposes to provide;
- B. Identify the Priority Population to be served;
- C. Describe organizational workforce, support systems (training, research, financial and administrative systems, technical assistance and support, etc.), and other infrastructure available to achieve service delivery and policy-making activities;
- D. Include a copy of the Institutional Review Board’s approval if the respondent is currently conducting research on individuals who receive services through any HHSC-funded programs; and
- E. Provide an organizational Chart;
- F. Provide job descriptions for the following key employees related to the HTW Program, i.e., Medical Director, Clinical/Program Director, eligibility and billing staff, and clinicians; and
- G. Describe how it will design, implement, and monitor the HTW Program budget in order to ensure the provision of support services to clients throughout the entirety of the contract term.

Program Component 2 - Quality Assurance/Quality Improvement

Respondent must:

1. Describe internal Quality Assurance/Quality Improvement (QA/QI) management and processes utilized to monitor services. Identify staff that participate in the QA/QI process and who is responsible for ensuring QA/QI policies and procedures are updated. Respondent must include job titles and qualifications of the identified individuals; and
2. At a minimum, provide the following information:
 - a. Medical Director's involvement in the QA/QI activities;
 - b. Activities used to identify trends of needed improvement and the frequency of those activities;
 - c. Activities to ensure correction and follow-up to findings identified;
 - d. Use and frequency of client satisfaction surveys;
 - e. System used to identify, report, and monitor adverse outcomes; and
 - f. Process used to develop and monitor use of Protocols and Standing Delegation Orders, including the staff involved in the process.

Program Component 3 - Professional Development

Respondents must:

- A. Describe how respondent will ensure health care professionals provide HTW Program services competently and with sensitivity to diverse client cultures; and
- B. Identify staff, including job titles, that will attend HHSC required trainings.

NOTE: The selected contractor(s) may attend HHSC-required trainings in person or participate remotely. Trainings may include, but are not limited to, webinars, conference calls, and in person trainings.

Program Component 4 – Recruitment

Respondent must describe how it will ensure Outreach, In-reach, and education to the Priority Population will be accomplished in every county of the proposed target service area(s) identified in [Form B](#).

Program Component 5 - Long-Acting Reversible Contraception (LARC) Usage:

Respondent must:

- A. Describe which LARC methods will be provided at respondent's clinic(s) and which LARC methods will be provided by referral only;
- B. Describe efforts respondent will use to educate clients about LARC usage and efforts to increase LARC utilization rates in the Priority Population; and
- C. Describe professional development opportunities that respondent will employ for staff related to LARC utilization and education.

For each Program Component, respondent must propose on Form I at least one goal and corresponding objective to achieve the goal(s) including a description of the activities necessary to meet the goal. Additionally, respondent must:

- a. Describe how it will ensure activities are reasonable, achievable, and measurable. Identify what is expected to be accomplished during the contract period.
- b. List methodologies/activities in the chronological sequence that will be used to achieve each objective;
- c. Indicate the name or position of the person primarily responsible for ensuring the completion of each activity.
- d. Define the time frame for accomplishing each objective/activity.
- e. Describe in specific terms how respondent will evaluate each activity. For example,

"client services data, pre/post assessments of educational sessions, client interviews/surveys, etc."

2.2. Assessment Narrative

Respondent must perform an assessment of the proposed community and Priority Population respondent intends to serve. Respondent must identify the data sources, e.g. Census Data, used in completing this assessment and the date(s) the assessment(s) was conducted.

Respondent must complete the Assessment Narrative contained in [Form J](#) and provide a description of the community that will be served by the respondent's provision of support services in the HTW Program. Respondent's assessment must provide information describing the:

- A. Geographic boundaries of the community (urban or rural, physical environment)
- B. General demographic data (age, gender, ethnicity, etc.)
- C. General socioeconomic data (per capita income, poverty levels, unemployment, occupational data, etc.)
- D. General description of community-wide health status (e.g., key morbidity/mortality statistics)
- E. Priority Population for respondent's proposed project, including:
 1. Geographic service area (See [Form B](#));

NOTE: For a county to be considered a part of a clinic's designated service area: (1) there must be a clinic located in the county; or (2) at least five percent (5%) of the clinic population served in the previous 12 month period must have resided in the county.

2. Characteristics of Priority Population (including demographic and socioeconomic data specific to each population)
3. Priority Population health status (including population data related to health indicators, behavioral data, associated risk factors, and community opinion data)
4. Current population served (characteristics, population data, numbers of individuals currently served, types and numbers of services provided)
- F. Respondent must identify gaps in resources and potential barriers to improving health status in the community and how respondent's proposed support services will address these issues.

2.3. Clinic Site Readiness

Respondent must complete a Clinic Site Readiness ([Form K](#)) assessment for each clinic site that will provide HTW support services funded through this RFP.

The Clinic Site Readiness Assessment must address the following:

- A. Appropriate signage
- B. Space for clinical and administrative functions

- C. Secure storage of records and medical supplies
- D. Disposal of medical waste
- E. CLIA certification
- F. Accessibility
- G. Emergency policies
- H. Interpreter policies
- I. Compliance with ADA
- J. Financial management systems

Respondent must also provide the requisite "Clinic Site Information" and "Clinic Hours and Services" information contained on [Form K-1](#) for each clinic that will provide HTW services funded through this RFP.

2.4. Staff Development Plan

Respondent must conduct staff development activities to ensure staff has the knowledge, skills and abilities to provide HTW services and meet the required Program Components. Respondent must provide a Staff Development Plan, see [Form L](#), that is comprehensive and addresses the following:

- A. Identification of personnel responsible for coordinating staff development activities including job titles and qualifications for each person identified;
- B. Identification of specific training for eligibility and billing staff;
- C. A description of how training needs assessments are conducted and how staff training activities are tied to quality management review findings; and
- D. A description of procedures and documentation for staff annual performance review. Respondent must specify how the staff development plan incorporates review outcomes to further develop knowledge, skills, and abilities to provide HTW services.

Respondent must also develop a "Staff Development Training Calendar" in accordance with the following requirements (see [Form L-1](#)):

- A. Training twice a year on current LARC practice guidelines. However, if specific LARC methods are provided through referral only, respondent must include this information in the Staff Development Plan and respondent will be exempted from this training requirement for that specific LARC method;
- B. At least one training for frontline staff on HTW Program objectives, program eligibility, and HTW services to ensure clear communication to clients and presumptively eligible clients on Women's Health Services and Family Planning Services offered through the HTW Program; and
- C. Training twice a year to staff on HTW eligibility screening and HTW Program application procedures.

2.5. Community Education/Program Promotion Plan

Respondent must develop and implement an annual plan ([Form M](#)) to provide community education and program promotion to:

- A. Inform the public of its purpose and services;

- B. Enhance community understanding of its objectives;
- C. Disseminate basic Women's Health Services and Family Planning Services education including the benefits of LARC;
- D. Enlist community support; and
- E. Recruit potential clients for the HTW Program.

The plan must be based on an assessment of the needs of the community required in subsection 2.2, above.

The Community Education/Program Promotion Plan must be comprehensive and it must describe each of the following topics:

1. Respondent's HTW Program promotion/education/Outreach plan for the contract period; and
2. Respondent's community education/HTW Program promotion collaborative efforts carried out in conjunction with other health care providers or social service agencies in the proposed service area. Respondent must include a description of the Outreach plan detailing media releases and Outreach strategies for marketing the respondent to the community.

Respondent must provide a calendar of the proposed community education/HTW Program promotion for the contract period. The calendar must include information regarding topics, presentation-dates, locations, and presenters.

2.6 Reporting Requirements

The selected contractors must adhere to the following reporting requirements to ensure contract obligations have been met. The reports will assist HHSC with tracking progress towards objectives; evaluating and validating performance; ensuring adherence to policy; and ensuring availability and access to services.

HHSC may review, approve, or require modifications to the reporting requirements at its discretion. The agreed upon format will be determined prior to submission of the required report. Contractors will be provided with reporting templates post-award.

Respondent must propose goals and objectives as required in [Form I](#), "Work Plan." Selected contractors will be required to report on whether they attained the goals and objectives they proposed on Form I on an annual basis.

Program Component	Reporting Period	Reporting Due Date
1. Program Administration and Management Update	Annually	On or before September 30, 2017.
2. Quality Assurance/Quality Improvement	Annually	On or before September 30, 2017.
3. Professional Development	Annually	On or before September 30, 2017.
4. Recruitment	Annually	On or before September 30, 2017.
5. Long-Acting Reversible Contraception (LARC) Usage	Annually	On or before September 30, 2017.

The selected contractors will be required to report on Staff Development activities included in the Staff Development calendar on an annual basis. The information contained in these reports must, at a minimum, include: topic, presenter (including credentials if applicable), dates, location, and the number of attendees.

Staff Development	Reporting Period	Reporting Due Date
Description of Staff Development Activities.	Annually	On or before September 30, 2017

Selected contractors will be required to report on community education and program promotion activities by providing a Community Education/Program Promotion calendar in accordance with requirements set forth in Form M, "Community Education/Program Promotion Plan. Selected contractors are required to report on activities included in their Community Education/HTW Program Promotion calendar on an annual basis. The information contained in these reports must, at a minimum, include: topics, presenter (including credentials if applicable), dates, location, and the number of attendees.

Community Education/Program Promotion	Reporting Period	Reporting Due Date
Description of Community Education/Program Promotion Activities.	Annually	On or before September 30, 2017

2.7 Budget Requirements and Monthly Cost Reimbursement Process

A. Proposed Budget Requirements:

In accordance with the requirements contained in Forms F, F-1 through F-7, respondent must develop a categorical budget, where costs may be allocated to any of the following categories the respondent identifies during its budget development process:

1. Personnel
2. Fringe Benefits
3. Travel
4. Equipment
5. Supplies
6. Contractual
7. Other
8. Indirect Costs

NOTE: Indirect costs are costs incurred for a common or joint purpose benefiting more than one project or cost objective of respondent's organization and not readily identified with a particular project or cost objective. Typical examples of Indirect Costs may include general administration and general expenses such as salaries and expenses of executive officers, personnel administration and accounting; depreciation or use allowances on buildings and equipment; and costs of operating and maintaining facilities.

Respondent must base their budget and funding request on the Scope of Work. This section should include any business, economic, legal, programmatic, or practical assumptions that underlie respondent's funding request. HHSC reserves the right to accept or reject any assumptions. All assumptions not expressly identified and incorporated into the contract resulting from this RFP are deemed rejected by HHSC.

Respondent must separately identify value-added benefits, cost-savings and cost-avoidance methods and measures, and the effect of such methods on the budget, requested funding, and Scope of Work.

B. Monthly Cost Reimbursement Process

HTW contractors will seek reimbursement for project costs by submitting monthly vouchers for expenses outlined in a categorical budget approved by HHSC as required for the cost reimbursement portion of the HTW Program.

HTW funds will be disbursed to contractors through a voucher system as expenses are incurred during the contract term.

Reimbursement must be requested by using a purchase voucher and providing supporting documentation. Vouchers and supporting documentation must be submitted monthly, within 30 days following the end of the month in which the costs were incurred.

Program income from the HTW Fee-for-Service Program claims payment must be expended before HTW cost reimbursement funds are requested through the voucher process. Contractors will be required to submit monthly vouchers even if program income equals or exceeds program expenses. When program expenses exceed program income, the monthly voucher will result in a payment up to the not-to-exceed amount of the contract.

2.8 Funding Request and Clients Served

On ([Form H](#)), a respondent must propose the amount of cost reimbursement funding, which must be based on the total cost of providing support services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service Program clients. Respondent must estimate the number of Unduplicated Clients that will be served during the term of the contract.

NOTE: Selected contractors who, at the time of contract commencement, are not yet enrolled as Texas Medicaid Providers for the HTW Program will be allowed to provide support services for clients and women deemed presumptively eligible for participation in the HTW Program. The services may only be provided in clinics that are assessed to be ready on Form K. All direct clinical services provided that qualify for payment under the HTW Fee-for-Service Program must, upon enrollment as a Texas Medicaid Provider, be charged to the HTW Fee-for-Service portion of the HTW Program prior to a contractor seeking reimbursement under the contract resulting from this procurement. In the event those services are not paid under the HTW Fee-for-Service portion of the HTW Program, a contractor may then submit those costs for reimbursement under the contract resulting from this procurement.

3. General Instructions and Proposal Requirements

3.1. Vendor Conference

HHSC will hold a vendor conference on **April 1, 2016 at 9:00 A.M. (CST)** located at **909 W. 45th Street, Austin, TX 78756, Building 2-Room 164**; Teleconference information: **1-877-226-9790**, access code: **8802578#**. Those that plan to listen-in may submit their questions prior to the conference via email by **5:00 P.M. (CST), March 30, 2016**, to the designated RFP Point of Contact mailbox [**mahsa.azadi@hhsc.state.tx.us**](mailto:mahsa.azadi@hhsc.state.tx.us). Questions will not be accepted over the phone during the vendor conference. Vendor conference attendance is strongly recommended, but is not required.

Respondents must email questions for the conference to the HHSC Point of Contact ([see Section 1.2](#)) no later than three (3) days before the conference. HHSC will also give respondents the opportunity to submit written questions at the conference. All questions must reference the appropriate RFP page and section

number. HHSC will attempt to respond to questions at the vendor conference, but responses are not official until posted in final form on the ESBD.

People with disabilities who wish to attend the meeting and require auxiliary aids or services should contact the sole point of contact identified in the HHS RFP/solicitation at least 72 hours before the meeting so appropriate arrangements can be made.

3.2. Modification or Withdrawal of Proposal

Prior to the proposal submission deadline set forth in [Section 1.3](#), a respondent may: (1) withdraw its proposal by submitting a written request to the HHSC Point of Contact; or (2) modify its proposal by submitting a written amendment to the HHSC Point of Contact. HHSC may request proposal modifications at any time.

In accordance with TAC Rules, HHSC reserves the right to waive minor irregularities or genuine mistakes in a proposal and award a contract that is in the best interest of the State of Texas. HHSC may waive a minor irregularity or permit a respondent to correct a minor irregularity in a response, if the irregularity: (1) is purely a matter of form rather than substance; and (2) does not affect price, quality, or delivery of the desired goods or services.

3.3. Multiple Responses

A respondent may only submit one proposal as a prime contractor. If a respondent submits more than one proposal, HHSC may reject one or more of the submissions. This requirement does not limit a subcontractor's ability to collaborate with one or more respondents submitting proposals.

3.4. No Joint Proposals

HHSC will not consider joint or collaborative proposals that require it to contract with more than one respondent.

3.5. Use of Subcontractors

Subcontractors providing services under the contract shall meet the same requirements and level of experience as required of the respondent. No subcontract under the contract shall relieve the respondent of the responsibility for ensuring the requested services are provided. Respondents planning to subcontract all or a portion of the work to be performed shall identify the proposed subcontractors.

3.6. Texas Public Information Act

General Requirement for the Release of Proposals

Proposals will be subject to the Texas Public Information Act (the Act), located in Texas Government Code [Chapter 552](#) and may be disclosed to the public upon request. Subject to the Act, respondents may protect trade secret and confidential information from public release. If the respondent asserts that information provided in the proposal is trade secrets or other confidential information, each page containing confidential information must be clearly marked with the words "confidential" or "trade secret" at top of the page. Furthermore, the respondent must identify trade secret or confidential information, and provide an explanation of why the information is exempted from public disclosure, on the [Respondent Information and Disclosures](#) form.

HHSC will process any request from a member of the public in accordance with the procedures outlined in the Act. Respondents should consult the Texas Attorney General's website (www.oag.state.tx.us) for information concerning the Act's application to proposals and potential exceptions to disclosure.

Publication of Major Contracts

In accordance with Texas Government Code [§322.020](#), HHSC will provide copies of “major contracts” to the Legislative Budget Board (LBB). If the contract resulting from this procurement falls within the Texas Government Code [§322.020](#) definition of a “major contract,” the LBB will provide the public with access to all contract documents. This includes the proposal, unless the respondent can demonstrate that all or part of the proposal is exempted from disclosure under the Texas Public Information Act. In such cases, the respondent will be responsible for preparing, for HHSC’s approval, an appendix that describes the exempt information contained in the proposal without disclosing its content, as required by Texas Government Code [§322.020\(d\)](#).

3.7. Instructions for Submitting Proposals

Number of Copies

Respondent must submit the following:

Submit one (1) original and four (4) copies of the proposal. An authorized representative must sign the original in ink. In addition, one (1) electronic copy of the entire proposal on a USB flash drive compatible with Microsoft Office 2013. USB flash drives must contain all sections of the RFP along with the other required documents. The USB drives must be organized with files that correspond to Respondent’s Original bound proposal. USB should contain copies of all signature documents. The electronic copy must be organized with a file format that corresponds with *Section 3.8, Format and Content*, of the RFP. HHSC will not accept PDF format, telephone, or facsimile proposals. Any disparities between the contents of the original printed proposal and the electronic proposal will be interpreted in favor of HHSC.

Submission

Respondent must submit all copies of the proposal to HHSC PCS Division no later than **2:00 PM (CST)** on **April 21, 2016**. All submissions will be date and time stamped when received by PCS. The clock in the PCS office is the official timepiece for determining compliance with the deadlines in this procurement. HHSC reserves the right to reject late submissions. It is the respondent’s responsibility to appropriately mark and deliver the proposal to HHSC by the specified date.

Physical Address for hand delivery and overnight and commercial mail:

HHSC Procurement and Contracting Services Division
Bid Room
Attn: Mahsa Azadi, Procurement Project Manager
1100 W. 49th Street, MC 2020
Service Building (Building S)
Austin, Texas 78756

All proposals become the property of HHSC after submission.

All proposals must be:

- A. clearly legible
- B. sequentially page-numbered and include the respondent's name at the top of each page;
- C. organized in the sequence outlined in Section 3.8;
- D. bound in a notebook or cover;
- E. Correctly identified with the RFP number and submittal deadline;
- F. responsive to all RFP requirements;
- G. Typed on 8 ½" by 11" paper;
- H. In Arial or Times New Roman font, size 12 for normal text, no less than size

10 for tables, graphs and appendices; and

- Proposals may not include materials or pamphlets not specifically requested in this RFP.

3.8. Format and Content

The proposal must contain the respondent's Business Proposal, which must include the following sections:

- Section 1 – Executive Summary
- Section 2 -- Completed Forms A - M:

Form A: Proposal Table of Contents and Checklist
Form B: Texas Counties and Regions List Served By Project
Form C: Contact Person Information
Form D: Healthy Texas Women Certification
Form E-1: Governmental Entity
Form E-2: Non-Profit or For-Profit Entity
Form F: Budget Summary & Details
Form G: Respondent Background
Form H: Funding Request and Performance Measures
Form I: Work Plan
Form J: Assessment Narrative
Form K: Healthy Texas Women Clinic Site Readiness
Form K-1: Healthy Texas Women Clinic Sites
Form L: Staff Development Plan
Form L-1: Staff Development Training Calendar
Form M: Community Education/Program Promotion Plan

- Section 3 – Value-added Benefits
- Section 4 – Assumptions
- Section 5 – Appendices
- Section 6 – HUB Subcontracting Plan
- Section 7 – Certifications and Other Required Forms contained in [Appendix D](#)

3.8.1.1. Section 1 – Executive Summary

In this section, condense and highlight the content of the Business Proposal to provide HHSC with a broad understanding of the respondent's approach to meeting the RFP's business requirements. The summary must demonstrate an understanding of HHSC's goals and objectives for this procurement.

3.8.1.1.1. Financial Capacity

Respondents are not required to submit evidence of financial capacity with their proposals. HHSC reserves the right to request such information at a later date.

3.8.1.1.2. Corporate Guarantee

If the respondent is substantially or wholly owned by another corporate (or other) entity, HHSC reserves the right to request that such entity unconditionally guarantee performance by the respondent in each and every term, covenant, and condition of the contract as executed by the parties.

3.8.1.1.3. Bonding

HHSC reserves the right to require the respondent to procure one or more performance, fidelity, payment or other bond, if during the term of the contract; HHSC in its sole discretion determines that there is a business need for such requirement.

3.8.1.2. Section 2 – Completed Forms A - M

Respondent must provide the requested information for each form required in this section as it pertains to the support services and program components for the HTW Program being procured in this RFP.

3.8.1.3. Section 3 – Value-added Benefits

Describe any services or deliverables that are not required by the RFP that the respondent proposes to provide at no additional cost to HHSC. Respondents are not required to proposed value-added benefits, but inclusion of such benefits may result in a more favorable evaluation.

3.8.1.4. Section 4 – Assumptions

State any business, economic, legal, programmatic, or practical assumptions that underlie the respondent's response to the Business Proposal. HHSC reserves the right to accept or reject any assumptions. All assumptions not expressly identified and incorporated into the contract resulting from this RFP are deemed rejected by HHSC.

A proposal should be responsive to the RFP as worded, not with any assumption that any or all terms, conditions, or provisions of the RFP will be negotiated. Furthermore, all proposals constitute binding offers. Any proposal that includes any type of disclaimer or other statement indicating that the proposal does not constitute a binding offer will be disqualified.

3.8.1.5. Section 5 – Appendices

Respondents are not required to submit appendices to the Business Proposal.

3.8.1.6. Section 6 – HUB Subcontracting Plan

Submit one (1) copy of the HUB Subcontracting Plan (HSP), in accordance with the RFP, in a separate sealed envelope, with the RFP submission, labeled: HUB Subcontracting Plan (HSP), and include all supporting documentation in accordance with the HSP.

3.8.1.7. Section 7 – Certifications and Other Required Forms

Respondent must submit the following required forms—completed and signed—which are contained in [Appendix D](#), with their proposals:

- [Child Support Certification](#);
- [Debarment, Suspension, Ineligibility, and Voluntary Exclusion of Covered Contracts](#);
- [Required Certifications](#);
- [Federal Lobbying Certification](#);
- [Anti-Trust Certification](#); and
- [Respondent Information and Disclosures](#).

The required forms are also located on HHSC's website, under the [HHSC Business Opportunities Webpage](#). HHSC encourages respondents to carefully review all of these forms and submit questions regarding their completion prior to the deadline for submitting questions ([see Section 1.3](#)).

3.9. News Releases

Prior to final award, a vendor may not issue a press release or provide any information for public consumption regarding its participation in the procurement. Requests should be directed to the HHSC Point of Contact identified in [Section 1.2](#).

This Section 3.10 does not preclude business communications necessary for a Respondent to develop a proposal or required reporting to shareholders or governmental authorities.

3.10. Incomplete Proposals

HHSC may reject without further consideration a proposal that does not include a complete, comprehensive, or total solution as requested by the RFP.

3.11. State Use of Ideas

HHSC reserves the right to use any and all ideas presented in a proposal unless the respondent presents a valid legal case that such ideas are trade secret or confidential information, and identifies the information as such in its proposal (see Section 3.13). A respondent may not object to the use of ideas that are not the respondent's intellectual property and so designated in the proposal that: (1) were known to HHSC before the submission of the proposal; (2) were in the public domain through no fault of HHSC; or (3) became properly known to HHSC after proposal submission through other sources or through acceptance of the proposal.

3.12. Property of HHSC

Except as otherwise provided in this RFP or the resulting contract, all products produced by a respondent, including without limitations the proposal, all plans, designs, software, and other contract deliverables, become the sole property of HHSC.

3.13. Copyright Restriction

HHSC will not consider any proposal that bears a copyright.

3.14. Additional Information

By submitting a proposal, the respondent grants HHSC the right to obtain information from any lawful source regarding the respondent's and its directors', officers', and employees': (1) past business history, practices, and conduct; (2) ability to supply the goods and services; and (3) ability to comply with contract requirements. By submitting a proposal, a respondent generally releases from liability and waives all claims against any party providing HHSC information about the respondent. HHSC may take such information into consideration in evaluating proposals.

4. Historically Underutilized Business Participation

It is the policy of the Health and Human Services' (HHS) HUB Program Office to include the HUB Subcontracting Plan (HSP), when subcontracting opportunities are probable and a contract has an

expected value of \$100,000 or more over and the HSP is applicable for the life of the contract including any subsequent amendments and renewals related to the original HSP.

In addition to, and in accordance with, Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B, Rule §20.14, when the contractor is selected and decides to subcontract any part of the contract after the award, as a provision of the contract, the contractor must comply with the HSP provisions relating to developing and submitting a revised HSP before any modifications or performance in the awarded contract involving subcontracting can be authorized by the state agency.

HHSC has determined that subcontracting opportunities are probable for this RFP. As a result, the respondent must submit an HSP with its proposal. The HSP is required whether a respondent intends to subcontract or not.

In accordance with Texas Government Code §2161.252, a proposal that does not contain a HUB Subcontracting Plan (HSP) is non-responsive and will be rejected without further evaluation. In addition, **if HHSC determines that the HSP was not developed in good faith, it will reject the proposal for failing to comply with material RFP specifications.**

4.1. Introduction

The sole point of contact for HUB inquiries:

Texas Health and Human Services Commission
John Wesley Smith, HUB Coordinator
Phone: (512) 406-2536
E-mail: John.Wesley.Smith@hhsc.state.tx.us

HHSC is committed to promoting full and equal business opportunities for businesses in state contracting in accordance with the goals specified in the State of Texas Disparity Study. HHSC encourages the use of Historically Underutilized Businesses (HUBs) through race, ethnic and gender-neutral means. HHSC has adopted administrative rules relating to HUBs and a Policy on the Utilization of HUBs which is located on HHSC's website.

Pursuant to Texas Government Code §2161.181 and §2161.182 and HHSC's HUB policy and rules, HHSC is required to make a good faith effort to increase HUB participation in its contracts. HHSC may accomplish the goal of increased HUB participation by contracting directly with HUBs or indirectly through subcontracting opportunities.

4.2. HHSC's Administrative Rules

HHSC has adopted the Comptroller of Public Accounts' (CPA) HUB rules as its own. HHSC's rules are located in the Texas Administrative Code Title 1, Part 15, Chapter 391, Subchapter G and the CPA rules are located in Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B. If there are any discrepancies between HHSC's administrative rules and this RFP, the rules shall take priority.

4.3. Statewide Annual HUB Utilization Goal

The CPA has established **statewide annual HUB utilization goals** for different categories of contracts in Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B, §20.13 of the HUB rules. In order to meet or exceed the **statewide annual HUB utilization goals**, HHSC encourages Outreach to certified HUBs. Contractors shall make a good faith effort to include certified HUBs in the procurement process.

This procurement is classified as an **All Other Services** procurement under the CPA rule and therefore has a **statewide annual HUB utilization goal of 26.0%** per fiscal year.

4.4. Required HUB Subcontracting Plan

In the HSP, a respondent must indicate whether it is a Texas certified HUB. Being a certified HUB does not exempt a respondent from completing the HSP requirement.

HHSC shall review the documentation submitted by the respondent to determine if a good faith effort has been made in accordance with solicitation and HSP requirements. During the good faith effort evaluation, HHSC may, at its discretion, allow revisions necessary to clarify and enhance information submitted in the original HSP.

If HHSC determines that the respondent's HSP was not developed in good faith, the HSP will be considered non-responsive and will be rejected as a material failure to comply with advertised specifications. The reasons for rejection shall be recorded in the procurement file.

4.5. CPA Centralized Master Bidders List

Respondents may search for HUB subcontractors in the CPA's Centralized Master Bidders List (CMBL) HUB Directory, which is located on the CPA's website at <http://www2.cpa.state.tx.us/cmbl/cmblhub.html>. For this procurement, HHSC has identified the following class and item codes for potential subcontracting opportunities:

National Institute of Governmental Purchasing (NIGP) Class/Item Code(s):

- **924-16: Laboratory Testing Services**
- **918-88: Quality Assurance Services**
- **948-47: Care Center Services, Health**
- **948-48: Drug Monitoring Services, International; Ethics & Code of conduct, Medical, Euthanasia; Faith Healers**
- **948-55: Laboratory Services; Non-Physician**
- **948-74: Physician Professional Services**
- **952-62: Mental Health Services**
- **952-88: Teen Pregnancy Services**
- **952-42: Family Planning**

Respondents are not required to use, nor are they limited to using, the class and item codes identified above, and may identify other areas for subcontracting. However, the NIGP class/item codes are preferred with all responses.

HHSC does not endorse, recommend nor attest to the capabilities of any company or individual listed on the CPA's CMBL. The list of certified HUBs is subject to change, so respondents are encouraged to refer to the CMBL often to find the most current listing of HUBs.

4.6. HUB Subcontracting Procedures – If a Respondent Intends to Subcontract

An HSP must demonstrate that the respondent made a good faith effort to comply with HHSC's HUB policies and procedures. The following subparts outline the items that HHSC will review in determining whether an HSP meets the good faith effort standard. A respondent that intends to subcontract must complete the HSP to document its good faith efforts.

4.6.1 Identify Subcontracting Areas and Divide Them into Reasonable Lots

A respondent should first identify each area of the contract work it intends to subcontract. Then, to maximize HUB participation, it should divide the contract work into reasonable lots or portions, to the extent consistent with prudent industry practices.

4.6.2 Notify Potential HUB Subcontractors

The HSP must demonstrate that the respondent made a good faith effort to subcontract with HUBs. The respondent's good faith efforts shall be shown through utilization of all methods in conformance with the development and submission of the HSP and by complying with the following steps:

Divide the contract work into reasonable lots or portions to the extent consistent with prudent industry practices. The respondent must determine which portions of work, including goods and services, will be subcontracted.

Select the appropriate method(s) to demonstrate good faith effort. The respondent can use either method(s) 1, 2, 3, 4 or 5:

4.6.2.1 Method 1: Respondent Intends to Subcontract with only HUBs:

The respondent must identify in the HSP the HUBs that will be utilized and submit written documentation that confirms 100% of all available subcontracting opportunities will be performed by one or more HUBs; **or,**

4.6.2.2 Method 2: Respondent Intends to Subcontract with HUB Protégé(s):

The respondent must identify in the HSP the HUB Protégé(s) that will be utilized and should:

- Include a fully executed copy of the Mentor Protégé Agreement, which must be registered with the CPA prior to submission to HHSC; and
- Identify areas of the HSP that will be performed by the Protégé.

HHSC will accept a Mentor Protégé Agreement that has been entered into by a respondent (Mentor) and a certified HUB (Protégé) in accordance with Texas Government Code §2161.065. When a respondent proposes to subcontract with a Protégé(s), it does not need to provide notice to three (3) HUB vendors for that subcontracted area.

Participation in the Mentor Protégé Program, along with the submission of a Protégé as a subcontractor in an HSP, constitutes a good faith effort for the particular area subcontracted to the protégé; **or,**

4.6.2.3 Method 3: Respondent Intends to Subcontract with HUBs and Non-HUBs (Meet or Exceed the Goal):

The respondent must identify in the HSP and submit written documentation that one or more HUB subcontractors will be utilized and that the aggregate expected percentage of subcontracts with HUBs will meet or exceed the goal specified in this solicitation. When utilizing this method, only HUB subcontractors that have existing contracts with the respondent for five years or less may be used to comply with the good faith effort requirements.

When the aggregate expected percentage of subcontracts with HUBs meets or exceeds the goal specified in this solicitation, respondents may also use non-HUB subcontractors; **or,**

4.6.2.4 Method 4: Respondent Intends to Subcontract with HUBs and Non-HUBs (Does Not Meet or Exceed the Goal):

The respondent must identify in the HSP and submit documentation regarding both of the following requirements:

- Written notification to trade organizations and/or development centers to assist in identifying potential HUBs of the subcontracting opportunities the respondent intends to subcontract.

Respondents must give trade organizations and/or development centers at least seven (7) working days prior to submission of the respondent's response for dissemination of the subcontracting opportunities to their members. A list of trade organizations and/or development centers is located on CPA's website under the Minority and Women Organization Links.

- Written notification to at least three (3) HUB businesses of the subcontracting opportunities that the respondent intends to subcontract. The written notice must be sent to potential HUB subcontractors prior to submitting proposals and must include:
 - a description of the scope of work to be subcontracted;
 - information regarding the location to review project plans or specifications;
 - information about bonding and insurance requirements;
 - required qualifications and other contract requirements; and
 - a description of how the subcontractor can contact the respondent.
- Respondents must give potential HUB subcontractors a reasonable amount of time to respond to the notice, at least seven (7) working days prior to submission of the respondent's response unless circumstances require a different time period, which is determined by the agency and documented in the contract file.
- Respondents must also use the CMBL, the HUB Directory, and Internet resources when searching for HUB subcontractors. Respondents may rely on the services of contractor groups, local, state and federal business assistance offices, and other organizations that provide assistance in identifying qualified applicants for the HUB program.

4.6.3 Written Justification of the Selection Process

HHSC will make a determination if a good faith effort was made by the respondent in the development of the required HSP. One or more of the methods identified in the previous sections may be applicable to the respondent's good faith efforts in developing and submission of the HSP. HHSC may require the respondent to submit additional documentation explaining how the respondent made a good faith effort in accordance with the solicitation.

A respondent must provide written justification of its selection process if it chooses a non-HUB subcontractor. The justification should demonstrate that the respondent negotiated in good faith with qualified HUB bidders and did not reject qualified HUBs who were the best value responsive bidders.

4.7 Method 5: Respondent Does Not Intend to Subcontract

When the respondent plans to complete all contract requirements with its own equipment, supplies, materials and/or employees, it is still required to complete an HSP.

The respondent must complete the "Self Performance Justification" portion of the HSP, and attest that it does not intend to subcontract for any goods or services, including the class and item codes identified in Section 4.5. In addition, the respondent must identify the sections of the proposal that describe how it will complete the Scope of Work using its own resources or provide a statement explaining how it will complete

the Scope of Work using its own resources. The respondent must agree to comply with the following if requested by HHSC:

- provide evidence of sufficient respondent staffing to meet the RFP requirements;
- provide monthly payroll records showing the respondent staff fully dedicated to the contract;
- allow HHSC to conduct an on site review of company headquarters or work site where services are to be performed; and
- provide documentation proving employment of qualified personnel holding the necessary licenses and certificates required to perform the Scope of Work.

4.8 Post-award HSP Requirements

The HSP shall be reviewed and evaluated prior to contract award and, if accepted, the finalized HSP will become part of the contract with the successful respondent(s).

After contract award, HHSC will coordinate a post-award meeting with the successful respondent to discuss HSP reporting requirements. The contractor must maintain business records documenting compliance with the HSP and must submit monthly subcontract reports to HHSC by completing the HUB HSP [Prime Contractor Progress Assessment](#). This monthly report is required as a condition for payment to report to the agency the identity and the amount paid to all subcontractors.

As a condition of award, the Contractor is required to send notification to all selected subcontractors as identified in the accepted/approved HSP. In addition, a copy of the notification must be provided to the agency's Contract Manager and/or HUB Program Office within 10 days of the contract award.

During the term of the contract, if the parties in the contract amend the contract to include a change to the scope of work or add additional funding, HHSC will evaluate to determine the probability of additional subcontracting opportunities. When applicable, the Contractor must submit an HSP change request for HHSC review. The requirements for an HSP change request will be covered in the post-award meeting.

When making a change to an HSP, the Contractor will obtain prior written approval from HHSC before making any changes to the HSP. Proposed changes must comply with the HUB Program good faith effort requirements relating to the development and submission of a HSP.

If the Contractor decides to subcontract any part of the contract after the award, it must follow the good faith effort procedures outlined in [Section 4](#) of this RFP (e.g., divide work into reasonable lots, notify at least three (3) vendors per subcontracted area, provide written justification of the selection process, and/or participate in the Mentor Protégé Program).

For this reason, HHSC encourages respondents to identify, as part of their HSP, multiple subcontractors who are able to perform the work in each area the respondent plans to subcontract. Selecting additional subcontractors may help the selected contractor make changes to its original HSP, when needed, and will allow HHSC to approve any necessary changes expeditiously.

Failure to meet the HSP and post-award requirements will constitute a breach of contract and will be subject to remedial actions. HHSC may also report noncompliance to the CPA in accordance with the provisions of the Vendor Performance and Debarment Program.

5. Proposal Evaluation

HHSC will use a formal evaluation process to select the successful respondent(s). HHSC will consider capabilities or advantages that are clearly described in the proposal, which may be confirmed by oral presentations, site visits, demonstrations, and/or references contacted by HHSC. HHSC reserves the right to contact individuals, entities, or organizations that have had dealings with the respondent or proposed staff, whether or not identified in the proposal.

HHSC will more favorably evaluate proposals that offer no or few exceptions, reservations, or limitations to the terms and conditions of the RFP, including the UTCs and the HHSC Special Conditions. Further, any exception included in a proposal may result in a respondent not being awarded a contract.

5.1 Evaluation Criteria

HHSC will evaluate proposals based on the following criteria to determine best value, in accordance with the [Title 1 Texas Administrative Code Part 15, Chapter 391, Subchapter B, §391.207](#).

Description	Weights
Required Program Components (Project Work Plan)	30
Corporate Background and Experience	25
Assessment Narrative	10
Budget, Funding Request, and Clients Served	13
Clinic Site Readiness	6
Staff Development Plan	8
Community Education and Program Promotion Plan	8

5.2 Initial Compliance Screening

HHSC will perform an initial screening of all proposals received. Unsigned proposals and proposals that do not include all required forms and sections will be rejected without further evaluation and will result in automatic disqualification.

A respondent that does not meet the eligibility requirements contained in Section 1.6 will have their proposal rejected and disqualified without further evaluation.

HHSC reserves the right to disqualify a respondent that takes numerous or substantive exceptions to the UTCs and/or the HHSC Special Conditions. Exceptions not contained on the Respondent's Information and Disclosures form will not be considered by HHSC and will be deemed rejected.

In accordance with Section 3.2, HHSC reserves the right to waive minor irregularities or genuine mistakes in a proposal and award contracts that are in the best interest of the State of Texas.

5.3 Competitive Range Determinations

HHSC may determine which proposals are within the competitive range to be considered for negotiation and possible contract award. The competitive range consists of proposals that receive the highest or most satisfactory ratings, based on the published evaluation criterial and procedures that govern the procurement. HHSC may, in the interest of administrative efficiency, place reasonable limits on the number of proposals that will be included in the competitive range.

5.4 Oral Presentations and Site Visits

HHSC may, at its sole discretion, request oral presentations, site visits, and/or demonstrations from one or more respondents included in the competitive range. HHSC will notify selected respondents of the time and location for these activities

The respondent's oral presentation, site visit, and/or demonstration must substantially represent material included in the written proposal, and should not introduce new concepts or offers unless specifically requested by HHSC.

PROGRAM FORMS

FORM A: PROPOSAL TABLE OF CONTENTS AND CHECKLIST

Legal Business Name of Respondent: South Plains Rural Health Services, Inc.

This form is provided as your Table of Contents and to ensure the proposal is complete, proper signatures are included, and the required certifications, and attachments have been submitted. Be sure to indicate page number.

PROGRAM FORMS	DESCRIPTION	Included	Page #
A	Proposal Table and Contents and Checklist	<input checked="" type="checkbox"/>	32
B	Texas Counties and Regions List Served by Project	<input checked="" type="checkbox"/>	33
C	Contact Person Information	<input checked="" type="checkbox"/>	34
D	Healthy Texas Women Certification	<input checked="" type="checkbox"/>	35
E-1	Government Entity (Authorized Officials)	<input checked="" type="checkbox"/>	40
E-2	Non-profit or For-profit Entity (Board of Directors and Principal Officers)	<input checked="" type="checkbox"/>	
F	Budget Summary and Details	<input checked="" type="checkbox"/>	Appendix A
G	Respondent Background	<input checked="" type="checkbox"/>	43
H	Funding Request and Performance Measures	<input checked="" type="checkbox"/>	65
I	Work Plan	<input checked="" type="checkbox"/>	68
J	Assessment Narrative	<input checked="" type="checkbox"/>	86
K	Healthy Texas Women Clinic Site Readiness	<input checked="" type="checkbox"/>	93
K-1	Healthy Texas Women Clinic Sites	<input checked="" type="checkbox"/>	96
	*Include submission date for Medicaid application if respondent is in the process of enrolling in Medicaid	<input type="checkbox"/>	
L	Staff Development Plan	<input checked="" type="checkbox"/>	101
L-1	Staff Development Training Calendar	<input checked="" type="checkbox"/>	104
M	Community Education/Program Promotion Plan	<input checked="" type="checkbox"/>	105

REQUIRED FORMS	DESCRIPTION	Included	Page #
1	Child Support Certification	<input checked="" type="checkbox"/>	B-1
2	Debarment, Suspension, Ineligibility, and Voluntary Exclusion of Covered Contracts	<input checked="" type="checkbox"/>	B-2
3	Required Certifications	<input checked="" type="checkbox"/>	B-3
4	Federal Lobbying Certification	<input checked="" type="checkbox"/>	
5	Anti-Trust Certification	<input checked="" type="checkbox"/>	B-5
6	Respondent Information and Disclosures	<input checked="" type="checkbox"/>	
7	HUB Subcontracting Plan (HSP)	<input checked="" type="checkbox"/>	B-6

FORM B: TEXAS COUNTIES AND REGIONS LIST SERVED BY PROJECT

Respondent must identify the counties in which it proposes to provide the services required under this RFP by placing a check-mark or an X in the respective county(ies) box(es).

Counties	<input checked="" type="checkbox"/> R	Counties	<input checked="" type="checkbox"/> R	Counties	<input checked="" type="checkbox"/> R	Counties	<input checked="" type="checkbox"/> R	Counties	<input checked="" type="checkbox"/> R	Counties	<input checked="" type="checkbox"/> R
-A-		Crosby	<input type="checkbox"/>	01 Hays	<input type="checkbox"/>	07 Martin	<input checked="" type="checkbox"/>	09 Schleicher	<input type="checkbox"/>	09	
Anderson	<input type="checkbox"/>	04 Culberson	<input type="checkbox"/>	10 Hemphill	<input type="checkbox"/>	01 Mason	<input type="checkbox"/>	09 Scurry	<input checked="" type="checkbox"/>	02	
Andrews	<input checked="" type="checkbox"/>	-D-		Henderson	<input type="checkbox"/>	04 Matagorda	<input type="checkbox"/>	06 Shackelford	<input type="checkbox"/>	02	
Angelina	<input type="checkbox"/>	05 Dallam	<input type="checkbox"/>	01 Hidalgo	<input type="checkbox"/>	11 Maverick	<input type="checkbox"/>	08 Shelby	<input type="checkbox"/>	05	
Aransas	<input type="checkbox"/>	11 Dallas	<input type="checkbox"/>	03 Hill	<input type="checkbox"/>	07 McCulloch	<input type="checkbox"/>	09 Sherman	<input type="checkbox"/>	01	
Archer	<input type="checkbox"/>	02 Dawson	<input checked="" type="checkbox"/>	09 Hockley	<input checked="" type="checkbox"/>	01 McLennan	<input type="checkbox"/>	07 Smith	<input type="checkbox"/>	04	
Armstrong	<input type="checkbox"/>	01 Deaf Smith	<input type="checkbox"/>	01 Hood	<input type="checkbox"/>	03 McMullen	<input type="checkbox"/>	11 Somervell	<input type="checkbox"/>	03	
Atascosa	<input type="checkbox"/>	08 Delta	<input type="checkbox"/>	04 Hopkins	<input type="checkbox"/>	04 Medina	<input type="checkbox"/>	08 Starr	<input type="checkbox"/>	11	
Austin	<input type="checkbox"/>	06 Denton	<input type="checkbox"/>	03 Houston	<input type="checkbox"/>	05 Menard	<input type="checkbox"/>	09 Stephens	<input type="checkbox"/>	02	
-B-		DeWitt	<input type="checkbox"/>	08 Howard	<input checked="" type="checkbox"/>	09 Midland	<input checked="" type="checkbox"/>	09 Sterling	<input checked="" type="checkbox"/>	09	
Bailey	<input checked="" type="checkbox"/>	01 Dickens	<input type="checkbox"/>	01 Hudspeth	<input type="checkbox"/>	10 Milam	<input type="checkbox"/>	07 Stonewall	<input type="checkbox"/>	02	
Bandera	<input type="checkbox"/>	08 Dimmit	<input type="checkbox"/>	08 Hunt	<input type="checkbox"/>	03 Mills	<input type="checkbox"/>	07 Sutton	<input type="checkbox"/>	09	
Bastrop	<input type="checkbox"/>	07 Donley	<input type="checkbox"/>	01 Hutchinson	<input type="checkbox"/>	01 Mitchell	<input checked="" type="checkbox"/>	02 Swisher	<input type="checkbox"/>	01	
Baylor	<input type="checkbox"/>	02 Duval	<input type="checkbox"/>	11 I-		Montague	<input type="checkbox"/>	-T-			
Bee	<input type="checkbox"/>	-E-		Irion	<input type="checkbox"/>	09 Montgomery	<input type="checkbox"/>	06 Tarrant	<input type="checkbox"/>	03	
Bell	<input type="checkbox"/>	07 Eastland	<input type="checkbox"/>	02 J-		Moore	<input type="checkbox"/>	01 Taylor	<input type="checkbox"/>	02	
Bexar	<input type="checkbox"/>	08 Ector	<input checked="" type="checkbox"/>	09 Jack	<input type="checkbox"/>	02 Morris	<input type="checkbox"/>	04 Terrell	<input type="checkbox"/>	09	
Blanco	<input type="checkbox"/>	07 Edwards	<input type="checkbox"/>	08 Jackson	<input type="checkbox"/>	08 Motley	<input type="checkbox"/>	01 Terry	<input checked="" type="checkbox"/>	01	
Borden	<input checked="" type="checkbox"/>	09 Ellis	<input type="checkbox"/>	03 Jasper	<input type="checkbox"/>	05 N-		Throckmorton	<input type="checkbox"/>	02	
Bosque	<input type="checkbox"/>	07 El Paso	<input type="checkbox"/>	10 Jeff Davis	<input type="checkbox"/>	10 Nacogdoches	<input type="checkbox"/>	05 Titus	<input type="checkbox"/>	04	
Bowie	<input type="checkbox"/>	04 Erath	<input type="checkbox"/>	03 Jefferson	<input type="checkbox"/>	05 Navarro	<input type="checkbox"/>	03 Tom Green	<input type="checkbox"/>	09	
Brazoria	<input type="checkbox"/>	-F-		Jim Hogg	<input type="checkbox"/>	11 Newton	<input type="checkbox"/>	05 Travis	<input type="checkbox"/>	07	
Brazos	<input type="checkbox"/>	07 Falls	<input type="checkbox"/>	07 Jim Wells	<input type="checkbox"/>	11 Nolan	<input type="checkbox"/>	02 Trinity	<input type="checkbox"/>	05	
Brewster	<input type="checkbox"/>	10 Fanning	<input type="checkbox"/>	03 Johnson	<input type="checkbox"/>	03 Nueces	<input type="checkbox"/>	11 Tyler	<input type="checkbox"/>	05	
Briscoe	<input type="checkbox"/>	01 Fayette	<input type="checkbox"/>	07 Jones	<input type="checkbox"/>	O-		-U-			
Brooks	<input type="checkbox"/>	11 Fisher	<input type="checkbox"/>	02 K-		Ochiltree	<input type="checkbox"/>	01 Upshur	<input type="checkbox"/>	04	
Brown	<input type="checkbox"/>	02 Floyd	<input type="checkbox"/>	01 Karnes	<input type="checkbox"/>	08 Oldham	<input type="checkbox"/>	01 Upton	<input type="checkbox"/>	09	
Burleson	<input type="checkbox"/>	07 Foard	<input type="checkbox"/>	02 Kaufman	<input type="checkbox"/>	03 Orange	<input type="checkbox"/>	05 Uvalde	<input type="checkbox"/>	08	
Burnet	<input type="checkbox"/>	07 Fort Bend	<input type="checkbox"/>	06 Kendall	<input type="checkbox"/>	P-		-V-			
-C-		Franklin	<input type="checkbox"/>	04 Kenedy	<input type="checkbox"/>	11 Palo Pinto	<input type="checkbox"/>	03 Val Verde	<input type="checkbox"/>	08	
Caldwell	<input type="checkbox"/>	07 Freestone	<input type="checkbox"/>	07 Kent	<input type="checkbox"/>	02 Panola	<input type="checkbox"/>	04 Van Zandt	<input type="checkbox"/>	04	
Calhoun	<input type="checkbox"/>	08 Frio	<input type="checkbox"/>	08 Kerr	<input type="checkbox"/>	08 Parker	<input type="checkbox"/>	03 Victoria	<input type="checkbox"/>	08	
Callahan	<input type="checkbox"/>	-G-		Kimble	<input type="checkbox"/>	09 Parmer	<input type="checkbox"/>	-W-			
Cameron	<input type="checkbox"/>	11 Gaines	<input checked="" type="checkbox"/>	09 King	<input type="checkbox"/>	01 Pecos	<input type="checkbox"/>	09 Walker	<input type="checkbox"/>	06	
Camp	<input type="checkbox"/>	04 Galveston	<input type="checkbox"/>	06 Kinney	<input type="checkbox"/>	08 Polk	<input type="checkbox"/>	05 Waller	<input type="checkbox"/>	06	
Carson	<input type="checkbox"/>	01 Garza	<input checked="" type="checkbox"/>	01 Kleberg	<input type="checkbox"/>	11 Potter	<input type="checkbox"/>	01 Ward	<input type="checkbox"/>	09	
Cass	<input type="checkbox"/>	04 Gillespie	<input type="checkbox"/>	08 Knox	<input type="checkbox"/>	02 Presidio	<input type="checkbox"/>	10 Washington	<input type="checkbox"/>	07	
Castro	<input type="checkbox"/>	01 Glasscock	<input checked="" type="checkbox"/>	L-		R-		Webb	<input type="checkbox"/>	11	
Chambers	<input type="checkbox"/>	06 Goliad	<input type="checkbox"/>	08 Lamar	<input type="checkbox"/>	04 Rains	<input type="checkbox"/>	04 Wharton	<input type="checkbox"/>	06	
Cherokee	<input type="checkbox"/>	04 Gonzales	<input type="checkbox"/>	08 Lamb	<input checked="" type="checkbox"/>	01 Randall	<input type="checkbox"/>	01 Wheeler	<input type="checkbox"/>	01	
Childress	<input type="checkbox"/>	01 Gray	<input type="checkbox"/>	01 Lampasas	<input type="checkbox"/>	07 Reagan	<input type="checkbox"/>	09 Wichita	<input type="checkbox"/>	02	
Clay	<input type="checkbox"/>	02 Grayson	<input type="checkbox"/>	03 La Salle	<input type="checkbox"/>	08 Real	<input type="checkbox"/>	08 Wilbarger	<input type="checkbox"/>	02	
Cochran	<input checked="" type="checkbox"/>	01 Gregg	<input type="checkbox"/>	04 Lavaca	<input type="checkbox"/>	08 Red River	<input type="checkbox"/>	04 Willacy	<input type="checkbox"/>	11	
Coke	<input type="checkbox"/>	09 Grimes	<input type="checkbox"/>	07 Lee	<input type="checkbox"/>	07 Reeves	<input type="checkbox"/>	09 Williamson	<input type="checkbox"/>	07	
Coleman	<input type="checkbox"/>	02 Guadalupe	<input type="checkbox"/>	08 Leon	<input type="checkbox"/>	07 Refugio	<input type="checkbox"/>	11 Wilson	<input type="checkbox"/>	08	
Collin	<input type="checkbox"/>	-H-		Liberty	<input type="checkbox"/>	06 Roberts	<input type="checkbox"/>	01 Winkler	<input type="checkbox"/>	09	
Collingsworth	<input type="checkbox"/>	01 Hale	<input checked="" type="checkbox"/>	01 Limestone	<input type="checkbox"/>	07 Robertson	<input type="checkbox"/>	07 Wise	<input type="checkbox"/>	03	
Colorado	<input type="checkbox"/>	06 Hall	<input type="checkbox"/>	01 Lipscomb	<input type="checkbox"/>	01 Rockwall	<input type="checkbox"/>	03 Wood	<input type="checkbox"/>	04	
Comal	<input type="checkbox"/>	08 Hamilton	<input type="checkbox"/>	07 Live Oak	<input type="checkbox"/>	11 Runnels	<input type="checkbox"/>	-Y-			
Comanche	<input type="checkbox"/>	02 Hansford	<input type="checkbox"/>	01 Llano	<input type="checkbox"/>	07 Rusk	<input type="checkbox"/>	04 Yoakum	<input checked="" type="checkbox"/>	01	
Concho	<input type="checkbox"/>	09 Hardeman	<input type="checkbox"/>	02 Loving	<input type="checkbox"/>	S-		Young	<input type="checkbox"/>	02	
Cooke	<input type="checkbox"/>	03 Hardin	<input type="checkbox"/>	05 Lubbock	<input checked="" type="checkbox"/>	01 Sabine	<input type="checkbox"/>	Z-			
Coryell	<input type="checkbox"/>	07 Harris	<input type="checkbox"/>	06 Lynn	<input checked="" type="checkbox"/>	01 San Augustine	<input type="checkbox"/>	05 Zapata	<input type="checkbox"/>	11	
Cottle	<input type="checkbox"/>	02 Harrison	<input type="checkbox"/>	04 M-		San Jacinto	<input type="checkbox"/>	05 Zavala	<input type="checkbox"/>	08	
Crane	<input type="checkbox"/>	09 Hartley	<input type="checkbox"/>	01 Madison	<input type="checkbox"/>	07 San Patricio	<input type="checkbox"/>	11			
Crockett	<input type="checkbox"/>	09 Haskell	<input type="checkbox"/>	02 Marion	<input type="checkbox"/>	04 San Saba	<input type="checkbox"/>	07			

FORM C: CONTACT PERSON INFORMATION

Legal Business Name of Respondent:

South Plains Rural Health Services, Inc.

1. This form provides information about the appropriate contacts in the respondent's organization.
2. Mark N/A if a contact does not apply to your agency.
3. ALL phone numbers should be a direct line to the designated individual.

Contacts

<i>Billing Contact</i>		<i>Executive Director</i>	
Last Name:	Castaneda	Last Name:	Madura
First Name:	Nicole	First Name:	Judith
Salutation:		Salutation:	MD
Title:	Billing Clerk	Title:	CEO
Email:	ncastaneda@sprhs.org	Email:	jmadura@sprhs.org
Phone:	8068947842 ext 151	Phone:	8068947842 ext 129

<i>Financial Director</i>		<i>Medical Director</i>	
Last Name:	Haskell	Last Name:	Garza
First Name:	Tara	First Name:	Beatriz
Salutation:		Salutation:	FNP
Title:	CFO	Title:	Medical Director
Email:	thaskell@sprhs.org	Email:	bgarza@sprhs.org
Phone:	8068947842 ext 114	Phone:	8068947842 ext 120

<i>Primary Program Contact</i>		<i>Quality Assurance Contact</i>	
Last Name:	Castaneda	Last Name:	Shahan
First Name:	Tasha	First Name:	Siobhan
Salutation:		Salutation:	
Title:	Director Clinical Operations	Title:	Performance Improvement /Regulatory Compliance
Email:	tcastaneda@sprhs.org	Email:	sshahan@sprhs.org
Phone:	8068947842 ext 139	Phone:	8068947842 ext 154

FORM D: Healthy Texas Women Certification

Legal Business Name of Respondent:

South Plains Rural Health Services Inc.

This certification pertains to the following billing or performing provider:

Provider Name South Plains Rural Health Services, Inc.

Federal Tax ID Number 75-2123252

NPI Number Levelland -1295746402 Lamesa – 1376656207 Big Spring - 1609171149

If provider does not have an NPI, Submission Date of Medicaid Application _____

Provider's primary billing address:

Street Address 1000 FM 300

Street Address City/State/Zip Code Levelland, TX 79336

Telephone Number 806-894-7842

Provider's primary physical address:

Street Address 1000 FM 300

Street Address City/State/Zip Code Levelland, Texas 79336

Telephone Number

8068947842

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "affiliate" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:
common ownership, management, or control;
a franchise; or

the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "Promote" means advancing, furthering, advocating, or popularizing elective abortion by, for example:
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;
or
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is _____ Judith Madura, MD CEO_____. I am the provider or, if the provider is an organization, I am the provider's (title or position) Chief Executive Officer. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.

X I affirm that this statement is true and correct.

2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.

X I affirm that this statement is true and correct.

3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.

X I affirm that this statement is true and correct.

4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:

- a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
- b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
- c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
- d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.

X I affirm that this statement is true and correct.

5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.

X I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any of my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
 - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
 - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
 - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Page 3 of 4

Effective Date of Certification April 26th, 2016 through 12/31/2017

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

- Terminate HTW certification

Signature: _____

Printed Name: Judith Madura, MD CEO

Title: Chief Executive Officer

Date: April 28, 2016

FORM E-1: GOVERNMENTAL ENTITY**Authorized Officials****Legal Business Name of****Respondent:**

South Plains Rural Health Services, Inc

1. Include the full names (last, first, middle) and addresses for the officials who are authorized to enter into a contract on behalf of the respondent.

Name: Judith Madura, MD CEO	Mailing Address (incl. street, city, county, state, & zip): 1000 FM 300 Levelland TX 79336
Title: Chief Executive Officer	
Phone: 806894784 Ext. 129	
Fax: 8068943378	
Email: jmadura@sprhs.org	
Name: Tara Haskell	Mailing Address (incl. street, city, county, state, & zip): 1000 FM 300 Levelland TX 79336
Title: CFO	
Phone: 806894784 Ext. 114	
Fax: 8068943378	
Email: thaskell@sprhs.org	
Name: _____	Mailing Address (incl. street, city, county, state, & zip): _____
Title: _____	
Phone: Ext.	
Fax: _____	
Email: _____	
Name: _____	Mailing Address (incl. street, city, county, state, & zip): _____
Title: _____	
Phone: Ext.	
Fax: _____	
Email: _____	
Name: _____	Mailing Address (incl. street, city, county, state, & zip): _____
Title: _____	
Phone: Ext.	
Fax: _____	
Email: _____	
Name: _____	Mailing Address (incl. street, city, county, state, & zip): _____
Title: _____	
Phone: Ext.	
Fax: _____	
Email: _____	

FORM E-2: NON-PROFIT OR FOR-PROFIT ENTITY
Board of Directors and Principal Officers

**Legal Business Name
of Respondent:** South Plains Rural Health Services, Inc.

1. Include the full names (last, first, middle), addresses, telephone numbers, and titles of members of the Board of Directors or any other principal officers.
2. Indicate the office/title held by each member (e.g. chairperson, president, vice-president, treasurer, etc.).
3. If entity is a for-profit, include the full names and addresses for each person who owns five percent (5%) or more of the stock.

Name: <u>JoAnn Staulcup</u> Title: <u>Board President</u> Phone: <u>432270356 Ext.</u> Fax: _____ Email: <u>jahs@crc.com.net</u>	Mailing Address (incl. street, city, county, state, & zip): <u>3507 W. HWY 80</u> <u>Big Spring, TX 79720</u>
Name: <u>Virginia Belew</u> Title: <u>Vice President</u> Phone: <u>432466487 Ext.</u> Fax: _____ Email: <u>virginiaabelew@yahoo.com</u>	Mailing Address (incl. street, city, county, state, & zip): <u>1406 Derrick</u> <u>Big Spring, TX 79720</u>
Name: <u>Rodney Bomar</u> Title: <u>Treasurer</u> Phone: <u>432935342 Ext.</u> Fax: _____ Email: <u>Rodneybomar@yahoo.com</u>	Mailing Address (incl. street, city, county, state, & zip): <u>1304 Lincoln Ave</u> <u>Big Spring, TX 79720</u>
Name: <u>Maureen Reyes</u> Title: <u>Secretary</u> Phone: <u>806759056 Ext.</u> Fax: _____ Email: <u>Mreyes2021@yahoo.com</u>	Mailing Address (incl. street, city, county, state, & zip): <u>15100 E. HWY 80</u> <u>Lamesa, TX 79331</u>
Name: _____ Title: _____ Phone: _____ Fax: _____ Email: _____	Mailing Address (incl. street, city, county, state, & zip): _____

FORMS F & F-1 THROUGH F-7: BUDGET SUMMARY AND DETAILS**Form F: Budget Summary and Forms F-1 through F-7: Budget Details**

Respondent must complete each of the required budget forms. . The forms are posted as a separate Excel file on the Electronic State Business Daily (ESBD) for downloading and completion. Basic instructions for completing these forms are included with the Excel file. Additional information is provided below to further assist respondent in developing its proposed budget.

NOTE: When completing each category worksheet, ALL allowable direct costs—costs associated with running both components of the HTW Program—must be entered, i.e. these costs must also include the cost of providing services to clients served through HTW Fee-for-Service Program.

Indirect costs— must not exceed 20% of the total budget for both components of the HTW Program.

To assist in estimating the amount of income generated through the HTW Fee-for-Service program, respondents should consult the proposed HTW Fee-for-Service benefits package contained in [Appendix A](#).

Contractors are required to participate in all HHSC required HTW Program trainings. The contractor may attend in person or participate remotely. In the event the contractor would like to attend physically, they may include associated travel in their budget requests. HTW Program trainings may include webinars, conference calls, and in-person trainings.

Form F: Budget Summary Worksheet

Column 1: Totals will be filled using budget category detail forms (individual worksheets contained in budget spreadsheet). This must include all allowable direct costs—the costs associated with running both components of the HTW Program.

Column 2: Enter the amount of cost reimbursement funds requested through this RFP for the provision of support services provided to clients served in the HTW Fee-for-Service Program.

Column 3: Enter the amount of projected HTW Fee-for-Service reimbursement to be received as a result of the provision of client services under the HTW Fee-for-Service Program component of the HTW Program.

FORM G: RESPONDENT BACKGROUND GUIDELINES

**Legal Business Name
of Respondent:**

South Plains Rural Health Services, Inc.

1. Provide a one-page executive summary describing the respondent's vision, mission and values statements, along with a description of how the board of directors, if any, is involved in the operations of the respondent.
2. Provide a detailed description of the organizational structure, management systems and lines of authority that are appropriate and adequate for the size and scope of the respondent's organization.
3. Provide the resumes/curriculum vitae for the CEO, CFO, Medical Director licensed to practice medicine in Texas (including his/her State of Texas Medical License Number), and Clinical/Program Director.
4. Describe respondent's experience, knowledge, and expertise in providing Women's Health Services and Family Planning Services. Specifically outline relevant administrative and clinical practices. (maximum of 4 pages).
5. Describe respondent's experience in administering comprehensive health care (e.g., prevention, screening, diagnostic, treatment services, and appropriate referral). Describe your referral systems and referral resources for services not provided by respondent. (maximum of 4 pages).
6. Subcontracting Background- Describe the following if respondent plans to have subcontract any of the proposed services:
 - A. Experience subcontracting with other organizations/providers;
 - B. Experience developing subcontracts and subcontract negotiations;
 - C. Experience performing program monitoring of subcontractors, including monitoring of professional and clinical services;
 - D. Experience providing technical assistance to subcontractors, including budget development and management;
 - E. Staff position(s) that will be responsible for monitoring subcontractors and what qualifications will be required;
 - F. Staff position(s) that are anticipated for monitoring professional and clinical subcontractors and the required qualifications for each position;
 - G. Policies and procedures respondent has for monitoring subcontractors that provide direct client services; and
 - H. Staff position(s) that are anticipated for providing training and technical assistance to subcontractors on data collection and submission, and data quality improvement.

FORM G: RESPONDENT BACKGROUND**Legal Business Name of****Respondent:**South Plains Rural Health Services, Inc.

-
1. Respondent must provide a narrative description of its organization, staff, systems and oversight structure.
 2. Reference the instructions on Form G – Respondent Background Guidelines.
 3. Respondent's response must not exceed 18 pages.
-

G1. Organizations Mission, Vision and Values Statements along with a description of the governing Board. Founded in 1986 as an outgrowth of Community Action Services, South Plains Rural Health Services, Inc. (SPRHS) serves the federally designated Medically Underserved Area and (MUA) and Health Professional Shortage Area (HPSA) rural counties of Cochran, Dawson, Hockley, Howard, Lynn, Terry and Yoakum, TX. SPRHS has the distinction of being a federally funded Community Health Center (CHC) and a Migrant Health Center (MHC) and has a rich history of providing primary health care, dental, mental health and pharmacy services to migrant/seasonal farm workers, economically disadvantaged individuals and uninsured/underinsured residents in our rural and isolated service area. All clinics meet requirements of the Americans with Disabilities Act (ADA), and contain bilingual staff in key positions, which ensures that neither language nor disability is a barrier to clients receiving the highest quality in health care services. Over the past 30 years SPRHS has expanded its services to meet the growing needs and demands of the populations we serve. The Mission, Vision and Values Statements reflect the desire to meet the needs of that targeted population.

Mission Statement - The Mission of South Plains Rural Health Services, Inc. is to provide comprehensive community-oriented primary health care to the residents of the western South Plains, in a manner that is linguistically, culturally, and financially accessible.

Vision Statement - South Plains Rural Health Services, Inc. vision is to provide a broad spectrum of high quality health care services within our means to all members of the communities we serve, in cooperation with all other providers in our area.

Values Statement - South Plains Rural Health Services, Inc. shall endeavor to maintain the highest clinical and administrative standards and to treat each Client with DIGNITY and COMPASSION.

SPRHS Board of Directors

South Plains Rural Health Services is governed by a consumer board consisting of 11 members at present, with the capacity for 15. Under BPHC 330 grant guidelines, the cultural, racial/ethnic gender, economic and linguistic diversities mirror the demographics of our client population and a minimum of 51% of the board members are clients of the clinics. There is representation from the healthcare, farming/MSFW, financial services, legal, public service, education, and local business industries; a factor that ensures its fiscal and professional competence in its governing administration of services. Members are elected to the board by the board members themselves and serve defined terms. The Chief Executive Officer (CEO) and other members of management team serve as ex-officio members of the board. The responsibilities of the board are to provide policy level leadership and to employ the CEO. Day to day business is conducted under the direction of the CEO. The board is responsible for identifying and prioritizing the goals of the healthcare organization, ensuring financial stability and accuracy, and identifying gaps in services that need to be filled by the organization to meet the needs of the population. The board approves all organizational policies, including financial and personnel policies, all grant applications and their corresponding budgets. The board is compliant with all appropriate and applicable statutes and regulations and receives training in the appropriate responsibilities and requirements of both the state and federal grants. The board of directors meets on a monthly basis and strict attendance records are kept. Quality assurances are performed including evaluating

board effectiveness through an annual board evaluation. The board is responsible for approving the annual Health Care and Business Plans of the organization, which are the results of Annual Needs Assessments that are conducted. The board is comprised of an Executive committee, Finance Committee, Policy and Procedure Committee, Bylaws Committee, Personnel Committee, and various Ad Hoc committees as needed. The Performance Improvement and Risk Management (PI/RM) Program is monitored by the Governing Board and functions as the staff development, quality improvement and risk management program for the health center. The board approves the annual PI plan and report. The PI/RM program ensures the organization meets all financial, clinical and administrative standards.

G2: Provide a detailed description of the organization's structure, management systems and lines of authority that are appropriate and adequate for the size and scope of the organization.

SPRHS has the distinction of being a federally funded Community Health Center (CHC) and a Migrant Health Center (MHC) and has a rich history of providing primary health care, dental, mental health and pharmacy services to migrant/seasonal farm workers, economically disadvantaged individuals and uninsured/underinsured residents in its rural isolated service area. SPRHS services are provided through four (4) clinic sites located in Levelland, Lamesa and Big Spring, Texas. In Levelland and Big Spring operations are centralized in one location with medical, dental, optometry, behavioral health and pharmacy services in one building. In Lamesa, SPRHS has a primary medical care clinic and a dental clinic. Administrative services are located at the Levelland facility. SPRHS has 90 full time employees (FTE's) with 4.5 FTE Physicians and 10 FTE Nurse Practitioners. Furthermore, it employs a 1.0 FTE Behavioral Health Counselor, 2.0 FTE Pharmacists, 3 FTE Dentists and 1 FTE Dental Hygienists. . In 2015 SPRHS provided services to 9458 individuals through 33,500 encounters. Sixty Nine(69%) percent were below 100% of federal poverty level and 98.8% were below 200% of poverty level, 63% were uninsured and Medicaid covered 22%. Sixty-six percent (66%) of SPRHS clients are Hispanic.

SPRHS has a dynamic administrative team including a Chief Executive Officer, Chief Financial Officer, a Director of Clinical Operations, 3 Clinic Managers, a Medical Director, a Dental Director, a Nurse Manager and a Pharmacy Director. Other supervisory positions within the organization provide a complete, well rounded team that provides comprehensive management and leadership for the organization. These include a Performance Improvement Coordinator, a JCAHO/Safety Officer, an Outreach Coordinator, a Credentialing Coordinator, an Enrollment Assistance/Case Manager and a Human Resource Specialist. Each of these individuals has the appropriate staff for assistance in completing their jobs. As the organization has grown additional oversight has been added to monitor the clinic sites which are spread over a 120 mile distance from each other.

The SPRHS Board of Directors, providing policy level leadership, directly employs the Chief Executive Officer (CEO) who is charged with all day to day business operations. The CEO directly oversees all departments within the organization. These upper-level managers report directly to the CEO. Administrative and clinical staffs work together on numerous committees: Management Team, Leadership, Professional Review, Peer Review, Safety, Patient Centered Medical Home and Performance Improvement (PI). The Medical Director is involved in all PI processes and is responsible for leading the medical staff in implementing performance improvement activities. The PI Committee meets bimonthly and consists of the Compliance & Performance Improvement (CPI) Coordinator, JCAHO Coordinator, Chief Executive Officer, Medical Director, Chief Financial Officer, Director of Nurses, Dental Director, clinic managers, receptionist supervisor, Pharmacy Director, safety officer, mental health provider, Outreach Specialist, Human Resource Specialist, and Credentialing Coordinator. Staff are departmentally managed according to their area of specialty and training and there is sufficient separation and delegation of duties within the organization to ensure that all necessary components involved in the delivery of care and services to clients are adequately covered. Bi-weekly administrative team meetings ensure continued as well as accurate communication amongst the staff at all clinic sites.

All sites communicate with each other through the use of a common Electronic Health Record, Dental Record, Patient Management/Financial Management, telecommunications and internet systems. All systems are connected to the same server and have instantaneous access to identical information. All sites are connected with video and audio monitoring systems as well to facilitate quick communication with staff as necessary.

G3: Resumes/CV for the CEO, CFO, Medical Director and the Director of Clinical Operations – see attached.

Biographical Sketch Summaries

Judith M. Madura, M.D.

Chief Executive Officer

Judith Madura is a current resident of Lubbock, Texas. She received her medical license in the states of Illinois and Missouri in 1993 after graduating from the Southern Illinois University School of Medicine in Springfield, Illinois. She also completed post-graduate training at Southern Illinois University School of Medicine and Affiliated Hospitals from 1991-1994 in the Department of Internal Medicine and Pediatrics in Springfield, Illinois. From 1994-2001 she worked as a Pediatrician in Jacksonville, Illinois. In 2001 she received her medical license in the state of Texas. Dr. Madura has been a board certified pediatrician since May 1993. She served as a medical director and pediatrician during her employment with Community Health Center of Lubbock and Lubbock Children's Health Clinic. Dr. Madura joined South Plains Rural Health Services, Inc. (SPRHS) in April 2006 as a Pediatrician. On July 1, 2006 she was named Chief Executive Officer where she has made significant contributions to SPRHS, and has been a stabilizing force for the medical staff.

Beatriz F. Garza, FNP-C

Chief Medical Officer

Has been a resident of Levelland Texas for 45 years.

She received Certificate of Proficiency, Licensed Vocational Nursing from South Plains College in August 1989. Started working for SPRHS again in 1991. While working for SPRHS, attended South Plains College and received Associate of Applied Science, Associate Degree Nursing, RN in May 1995; Certified as Diabetic Foot Specialist from Center for Diabetes Foot Care, Jackson Mississippi in 1997; received Bachelor of Science in Nursing from Lubbock Christian University December 2004; Graduated from Texas Tech University August 2007 with Master of Science in Nursing, Certificate of Achievement, Family Nurse Practitioner. Licensed by the Texas Board of Nursing for 30 years.

Tara Jo Haskell

Chief Financial Officer

Tara Haskell graduated December 2003-Bachelor's in Accounting from Texas Tech University. Tara is originally from Idaho Falls, ID. Tara began working in public accounting in 2005 as an auditor. Tara enjoys working with governmental accounting and non-profit organizations. Tara audited in the industry for 5 years when she switched firms to audit banks. After one year of auditing financial institutions, Tara went into health care industry and was named the Director of Finance for a small family planning clinic in Lubbock, TX where she remained for three years. In March of 2014 Tara became employed with South Plains Rural Health Services, Inc., as the Chief Financial Officer. Tara continues to serve as the focal point for all financial operations for the community health center's health care activities.

Tasha Castaneda

Director of Clinical Operations

Tasha received her training in medical office management from Texas Careers and completed her preceptorship/training with South Plains Rural Health in 2007. She also attended the Allied School in 2015 to obtain her Certified Medical Coding License. She has an interest in information technology and assists in managing the day to day needs an programing of the electronic health records for the organization. Tasha manages all of the clinical sites for SPRHS and is responsible for over 40 employees and communicates daily with all clinic managers and staff as necessary, providing support and training where needed.

Judy Madura, MD CEO
3916 75th Place, Lubbock Texas 79423
jmadura@suddenlink.net
806-543-3833

Biographical Data

Place of birth Evanston, Illinois
Citizenship USA

Employment

4/2006 – present South Plains Rural Health Services, Inc.
1000 FM 300, Levelland, Texas 79336 Phone 806-894-7842
Chief Executive Officer/Pediatrician
Management of Community Health/Migrant Health Center
Serving the rural Western Panhandle region of Texas
330 BPHC Grant Funded Facility, 95 employees, providing over 33,000 clinic visits per year.
4 Clinical Service sites including 3 Medical sites, 3 Dental sites, 2 Pharmacies, 2 Optometry Clinics, 2 Behavioral Health sites, food bank and daycare services.
Managed day to day operations in fields including:
Finance/Budgeting with a budget of \$9.8 million dollars annually
Human Resources, Credentialing, Billing, Outreach, JCAHO, Performance Improvement, Medical/Dental Clinic Management
Grant writing and reporting

11/2001 – 2/2006 Lubbock Children's Health Clinic
1318 Broadway, Lubbock, Texas 79401
Pediatrician

7/2003 – 1/2006 Community Health Center of Lubbock
1313 Broadway, Lubbock, Texas 79401
Medical Director of multisite urban community health center serving clients
in Lubbock, Texas and the surrounding area. 20 Provider oversight.

4/1997 – 10/2001 HealthCare Network Associates, Jacksonville Pediatric Associates
 1600 W. Walnut, Jacksonville, Illinois 62650
Pediatrician

3/1994-4/1997 Jacksonville Pediatric Associates, Private Practice
1600 W. Walnut, Jacksonville, Illinois 62650
Pediatrician

Education

<u>Education</u>	
3/2013- current	Western Governors University Masters of Business Administration/Healthcare Administration Expected Completion March 2016
8/1987-5/1991	Southern Illinois University School of Medicine, Springfield, Illinois 62794

8/1983-5/1987 Medical Doctorate May 18, 1991
 Millikin University, Decatur, Illinois
 Bachelor of Science May 17, 1987

Post Graduate Training

6/1992-6/1994	Southern Illinois University School of Medicine and Affiliated Hospitals, Springfield, Illinois Department of Pediatrics
6/1991-6/1992	Southern Illinois University School of Medicine and Affiliated Hospitals, Springfield, Illinois Department of Internal Medicine and Pediatrics

Certification and Medical Licensers

State of Texas	2001 – present, Active Status License Number L3000 DEA, Controlled Substance Licenses current and unrestricted
State of Illinois	1993- 2002, Inactive Status License Number 036-086981, exp 7/02
State of Missouri	1993-1995, Inactive Status License Number 104506
American Board of Pediatrics	American Board of Pediatrics Certified, through 12/2020
NBME	Completed May 1993

Professional Appointments/ Administrative Duties

Texas Association of Community Health Centers Board of Directors 10/2013 – present
 Membership Committee, Chair 2012- present
 Finance Committee 2014-2015
 Bylaws Committee – Chair, 2014 -present
 Audit Committee 2014- present
 Corporate Compliance Committee 2015-present

Medical Director, Community Health Center of Lubbock

7/2003 – 1/2006

Clinical Duties/Administrative Duties:

- Performance Improvement Committee, Chairman
- Professional Review Committee, Chairman
- Medical Staff Committee, Chairman
- Pharmacy and Therapeutics, Chairman
- Infection Control Program, Chairman
- JCAHO Compliance Committee, Chair
- Lubbock Children's Health Clinic, Clinical Advisor
- Presbyterian Center, Inc., Clinical Advisor
- Grant Implementation and writing assistance
- Regulatory Compliance

Clinical Advisor to the Board's of CHCL, Presbyterian Center, Inc. & Lubbock Children's Health Clinic

Passavant Area Hospital **7/2004 – 10/2001**
Department of Obstetrics and Pediatrics Chairman **1999- 2001**
Executive Committee
Continuing Medical Education Committee
Pharmacy and Therapeutics Committee
Standing Hearing Committee

HealthCare Network Associates

Quality Improvement Committee

Blue Cross Blue Shield of Illinois

Provider Credentialing Committee, Central Illinois Physician Reviewer 1999-2001

Lullabies & Dragonflies Daycare, Owner 5/2009 – 1/2015

Owning and managing child care center for 123 children in the age range 6 weeks- 12 years.
Responsible for all finance and accounting activities, personnel management
Regulatory compliance with Department of Family and Protective Services
State Licensed Facility
CPS Protective Daycare Facility

Professional Affiliations

- | | |
|----------------|--------------------------------------------------------------------------------------------------------------------|
| 2001 – 2009 | Lubbock Children's Health Clinic Board of Directors
Board Member, Clinical Advisor |
| 2001 – Present | Texas Tech University Health Science Center
Department of Pediatrics
Associate Clinical Teaching Faculty |
| 1994 – 2001 | Southern Illinois University School of Medicine
Department of Pediatrics
Associate Clinical Teaching Faculty |
| 1994 - 2001 | Morgan County Medical Society
1998-99 Secretary/Treasurer
1999-00 Vice President |
| 1998 - 2001 | Morgan County Board of Health |
| 1998 - 2001 | Central Illinois Medical Review Organization
Medicaid Program Physician Reviewer |

Professional Society Memberships

- | | |
|-------------|--------------------------------|
| 1990 - 2001 | American Academy of Pediatrics |
| 1987 – 2001 | American Medical Association |
| 1988 – 2001 | Illinois State Medical Society |
| 1991 - 2001 | Morgan County Medical Society |

Further detailed information, references furnished upon request

TARA J. HASKELL

5007 52" Street,
0068
Lubbock, Texas 79414
tarajo.haskell@gmail.com

Phone: (806) 543-

[Email:](#)

PROFESSIONAL BACKGROUND & AREAS OF EXPERTISE

- 9 Years' Experience in Auditing and Accounting / 4 Years Experience in Bookkeeping
- Planning Audits, Delegating Assignments, and Researching Audit Standards
- Reviewing Work Papers, Writing Audit Reports, Technical Writing, and Compiling Financial Statements
- Oversight of Staff, Financial Reporting, and Healthcare Billing and Reporting

EDUCATION

Bachelor of Business Administration, Accounting Texas Tech University, Lubbock, TX **December 2003**

- CPA Candidate — Testing in Progress

PROFESSIONAL WORK HISTORY

Planned Parenthood Association of Lubbock, Lubbock, TX — Non-profit organization of 10-20 staff
CFO/CEO **November 2010 — Present**

- Oversight of all clinic staff, management of operations and day to day financial duties
- Preparation of all financial reports including tax, payroll, audit data, budgets, state reporting. and board reports
- Oversight of all human resources and training. Oversight of grant writing and reporting.

Lam Vinson & Company, Lubbock, TX — CPA firm that audited CityBank. a FDICIA audit with \$2 billion in assets
Audit Senior **July 2009 — June 2010**

- Assisted in **drafting** financial statements and management letters
- Performed tests of internal controls for Cash, Loans, and deposit areas
- Recalculated interest rates on Deposit and Loan accounts as well as reviewing loan files

Robinson, Burdette, Martin & Seright, Lubbock, TX — CPA firm that audited a large oil and gas manufacturer with \$320 million in assets and \$70 million in revenues
Audit Senior **October 2008 — July 2009**

- Participated in a benefit plan audit, reviewed participant data for accurateness and completeness, verified benefit plan disbursements and loans
- Worked on Covenant Specialties audit a health care institution. Reviewed revenues recorded for accuracy

Bolinger, Segars, Gilbert & Moss, Lubbock, TX — largest CPA firm in Lubbock. over 55 employees specializing in governmental/fund accounting
Audit Senior **September 2005 — October 2008**

- Compiled financial statements and footnotes
- Planning audits for governmental entities (cities, schools, electric utilities, and water utilities), non-profits, and appraisal districts
- Recalculated electric rates based on KWH usage and power costs, analyzed KWH line losses

DM Company, Lubbock, TX **July 2003 — December 2004**

Office Manager

- Responsible for keeping the books and job costing
- Developed an invoice tracking system and managed daily business

Pat Summers Tax/Bookkeeping, Lubbock, TX **December 2002 — April 2003**

Tax Professional

- Prepared tax returns with associated schedules and forms

PROFESSIONAL SKILLS & QUALIFICATIONS

- Auditing Experiences Include: Electric / Telephone Cooperatives, Not-For-Profit such as American Red Cross,

Children's Home **of** Lubbock, Boys Ranch, MSC Associates, Churches, Banks, Credit Unions,
Employee Benefit Plans,
City Audits, School Districts

- Financial Software Expertise:
 - Prosystems Engagement • **IDEA**
 - CaseWare • TurboTax
 - QuickBooks
 - Drake

MEMBERSHIPS & COMMUNITY VOLUNTEER ACTIVITIES

- Prepared non-resident alien and international tax returns with associated schedules and forms, utilizing tax treaties.

4/19/2016

Beatriz Flores-Garza

806-894-7842

bgarza@sprhs.org
2017 Longhorn Drive
Levelland, TX 79336

Objectives

To obtain employment as a Family Nurse Practitioner in a Federally Qualified Health Center.

Education

Texas TechHealth Science Center- School of Nursing Graduate Program

August 2007 Master of Science in Nursing

Certificate of Achievement: Family Nurse Practitioner

Lubbock Christian University

December 2004 Bachelor of Science in Nursing

South Plains College

December 1997 Center for Diabetes Foot Care, Jackson Mississippi

- Certification as Diabetic Foot Specialist

May 1995 Associate of Applied Science

- Associate Degree Nursing
- Outstanding Psycho-Social Nursing Student Award, Spring 1995

South Plains College

August 1989 Vocational Nursing Program

- Certificate of Proficiency-Vocational Nursing
- President's list Spring 1989

Experience

Family Nurse Practitioner *September 2007* – Present

South Plains Rural Health Services, Inc. | 1000 FM 300 Levelland

- Assessment and treatment of acute and chronic patient conditions including but not limited to Diabetes, Hypertension, Hypercholesterolemia, Thyroid disorders, and other conditions.
- Work closely with Medical Staff: Staffing issues; training with Electronic Health Record; Peer

Skills

- Qualified, board-certified Family Nurse Practitioner with more than 9 years' experience in direct patient care.
- Strong clinical skills enhanced by natural ability to build rapport with patients and families.
- Committed to practicing medicine using a holistic approach. Act as patient advocate as needed.
- Follow evidence-based guidelines by integrating such with clinical experience personal observation.
- Ensure quality of care and open lines of communication among all members of the health-care team, patient, and patient family.
- Experience in serving as preceptor for Nurse Practitioner Students

Other Clinical Experience

South Plains Rural Health Services, Inc., Levelland, TX
DON

South Plains Rural Health Service, Inc. Levelland, TX

Jul. 1999 – 2006

Recruit, hire, train and evaluate nursing staff for four clinic sites. Monitor nursing adherence to establish protocols. Assure the accuracy of nursing assessments recorded into client's charts. Assist in the preparation of clinical analysis and productivity reports. Maintain nursing schedules and provide for adequate staffing for all clinic sites. Participate in P.I. audits, surveys, and endorse and implement all resultant recommended actions. Utilize leadership skills by participating in numerous committees to improve patient care. Eagerly participates in other duties assigned by

Health Educator
SPRHS, Levelland, TX

Jul. 1995 – 2006

Design, coordinate, implement, and evaluate diabetic management protocols instituted through the target area. Coordinate teaching activities with clinic patients. Participate in organizational P.I. program and audits. In 1997 implemented LEAP program which provides comprehensive foot exams, identifies clients at risk for foot complications and provide foot care as per doctor's standing order when indicated.

Staff Nurse
SPRHS
South Plains Rural Health Services, Inc., Levelland, TX
Jul. 1991- 2006

Perform Physical assessments, perform glucose monitoring, draw blood samples for lab testing, counsel clients on health promotion/disease prevention; administer injections as per doctor's orders, translate into Spanish or English as needed by clients, participate in Quality Assurance Committee and Audits, maintain inventory of supplies and keep exam rooms stocked, assist physicians in performing pap smears (etc.), and assist with OB client visits.

Staff Nurse
Dr. Suvipa Wiri, Pediatrics, Levelland, TX
April. 1991-Jul. 1991

Assessing clients, administering immunizations and antibiotic injections as per doctor's orders, drawing blood samples for lab, assisting physician with well checks, obtaining cultures for lab tests, translating into Spanish or into English as needed for clients.

Staff Nurse
Methodist Hospital, Levelland, TX
Sep. 1989-Oct. 1991

Admitting, assessing, and discharging clients, client care, starting IV's administering medications, and performing various nursing skills as per doctor's orders, discharge teaching to client and family on follow up appointments, medication (dose, time, interactions, and side effects).

Licensure and Certifications

- Board Certified Family Nurse Practitioner- American Academy Of Nurse Practitioner
- Registered Nurse: Board of Nurse Examiners for the State of Texas
- Family Nurse Practitioner-Board of Nurse Examiners for the State of Texas

References: Available upon request

Tasha Castaneda

P.O. Box 296 Whiteface, Tx 79379 806-893-0107

tymmyah06@gmail.com

SPRHS

Oct. 2007 to Current

- ❖ Data Entry Clerk – Oct. 2007 to March 2009
- ❖ Clinic Manager (Levelland) – March 2009 to Current
- ❖ Clinic Manager (Lamesa) – March 2010 to Current
- ❖ Clinic Manager's Supervisor (Big Spring) – 2012 to Current
- ❖ Senior Finance Assistant – June 2012 to June 2014
- ❖ Director of Operations – June 2014 - Current

Subway – Levelland, Tx

May 2006 to Sept. 2006

Assistant Manager

- Responsible for schedules and truck orders
- Responsible for opening and closing the store on occasion

ENMU (College Student) – Portales, NM

Aug. 2005 to Dec. 2005

Secretary for TV Station

- Responsible for answering phones, and taking messages
- Responsible for editing and typing scripts

Dollar General – Levelland, Tx

May 2003 – Dec. 2003

- Responsible for schedules and truck orders
- Responsible for opening and closing the store on occasion
- Responsible for interviews with future employees

Education

Allied Schools

2015-2016

Medical Coding License

Texas Careers – Lubbock, Tx

Medical Office Specialist

Oct. 2007

Communication Skills

I have a range of skills and knowledge that can guide me. From Office Equipment to Managing Staff all areas are just as important. I have been to leadership meetings, management trainings, billing and coding training and many more. I help out where I am needed whether it be at the front desk or in the back. I am a fast learner and willing to learn what I need to in order to get the job done.

G4. Describe respondent's experience, knowledge, and expertise in providing Women's Health Services and Family Planning Services. Specifically outline relevant administrative and clinical practices.

Clinical Service System and Clinical Management

South Plains Rural Health proposes to serve 1554 clients through the Health Texas Women's service program. These facilities are readily able and are already serving the target populations consisting of women of reproductive age, lower income individuals, uninsured individuals, limited English proficiency persons, adolescents and homeless individuals. Services for family planning and women's health services will be delivered through our three clinic sites located in Levelland, Big Spring and Lamesa, Texas. Our Levelland facility is a 34,000 square foot facility that houses the medical clinic, laboratory, Class A pharmacy, dental clinic and administration services. The Howard County Community Health Center in Big Spring is a 10,000 square foot facility that provides medical, dental, optometry, behavioral health, Class D Pharmacy and laboratory services to clients. Our Lamesa medical facility is a free standing medical clinic and Class D Pharmacy dispensing site only. All sites are open 5 days weekly and provide some extended evening hours. Providers are onsite 5 days per week to provide direct patient care. In Levelland, the medical clinic opens at 8:00am daily and closes at 5pm daily with the exception of Tuesdays when it closes at 7pm. Howard County is open Monday-Friday 8am-6pm and in Lamesa, the medical clinic operates 8:00-5:00pm Monday, Thursday and Friday, being open until 6pm on Tuesday and Wednesday. After hours service is available 24 hours a day through an answering service with direct communication to the Providers.

Delivery of Services

Family planning and women's health services through SPRHS will be delivered by a competent medical and administrative team of employees. All employees will undergo orientation to the new project with trainings on the policies and procedures involved. Monthly team meeting will reinforce trainings and address any issues that may arise in the interim. Monthly quality assurance audits will be added as required to meet outcome and policy guidelines. The family planning/HTW project at SPRHS will be headed by Anubhi Kulkarni, MD OB/Gyn and Beatriz Garza, FNP. Mrs. Garza is the full time Medical Director for SPRHS and Dr. Kulkarni is a new OB/FP physician who will begin working for SPRHS in 2016. She will supervise and provide oversight to the Women's Health Nurse Practitioner and her delivery of care and services. Michelle Howell, RNC, WHNP will serve at the Levelland clinic location for the delivery of care of family planning services as well as perform colposcopies, IUD insertions/removals, and endometrial biopsy services at the Lamesa and Big Spring locations. Mrs. Howell has received specialized training and certifications in these processes. Mrs. Howell also worked for SPRHS for the past 10 years providing services under the Family Planning Programs and is knowledgeable on family planning protocols, policies and procedures. Dr. Asmussen, pediatrician, serves the adolescent population of SPRHS. Beatriz Garza oversees the Performance Improvement Committee, Peer Review Committee and the Policy and Procedures Committee and will assist with the development and implementation of necessary protocols to ensure that the family planning program runs efficiently.

All organizational policies and procedures are reviewed by the supervising physicians annually, updated and signed so that mid-level providers are aware of and know practice limitations. Physician medical providers are available onsite at all time for consultations. All staff are current on the national standards of care in regards to family planning services and are able to deliver care, offering a broad range of acceptable and effective medically approved family planning methods including natural family planning methods, infertility services, and services for adolescents. SPRHS has participated in the Expanded Primary Health Care, Primary Health Care and Family Planning grant programs offered through DSHS for many years. Services provided at the initial visit include education, counseling, informed consent, a comprehensive history, physical examination and any necessary procedures, laboratory testing and follow-ups and referrals. At subsequent visits services provided will include an assessment of the client's health status, current complaints and

evaluation of birth control method as well as the opportunity to change methods. A history will be updated, physical exam as well as any necessary procedures performed, routine and indicated laboratory testing and follow-up and referrals scheduled as needed at each visit.

Medical Oversight and Clinical Care Provider Information

The Family Planning project at South Plains Rural Health Services will have comprehensive medical oversight by 2 medical providers. SPRHS's OB/Gyn physician will have direct oversight for the Advanced Nurse Practitioners (ANP) involved in the delivery of care and services to client presenting for family planning services. The project Medical Director is responsible for delineating the privileges granted to each of the ANP in regards to family planning procedures as well as verifying and approving the Clinical Family Planning Policy and Procedure Manual used by the ANP's in defining their role in the delivery of care to clients. Peer review of charts is conducted monthly for appropriate diagnosis, treatment decisions and follow up for the client.

Pharmacy, Transportation and Language Services

SPRHS is fortunate to have a Class A Pharmacy on-site at its Levelland location. All client formulary prescriptions can be processed by staff. Medications are filled on a daily basis for those in Lamesa and Big Spring and transported by courier or through the mail for delivery to the client. SPRHS also has a Pharmacy Assistance Program for patients to obtain medications directly from the pharmaceutical companies for those medications which are traditionally more expensive and not available on our formulary. Through TACHC, we are a participating member in the 340B Drug Program and able to obtain medications at lower costs and pass these savings onto our clients through a sliding fee scale. The pharmacy has an active license and our Pharmacists and Technicians are fully licensed and credentialed. Pharmacy Class D licenses are active in Lamesa and Big Spring for distribution of Family Planning medications.

Transportation is made available to any client in need throughout the service area, in order to assure accessibility to all of the services SPRHS provides. SPRHS has a long-standing contractual relationship with SPARTAN and TRAX, which are able to provide transportation to any of our clients in exchange for health care services we provide to their employees. All clinics meet requirements of the Americans with Disabilities Act (ADA), and contain bilingual staff in key positions, which ensures that neither language nor disability is a barrier to clients receiving the highest quality in health care services. SPRHS strives to deliver culturally competent and linguistically appropriate services. In an effort to reduce language and cultural barriers, we seek to recruit high quality, culturally sensitive staff. The ethnic characteristics of our patients reveal 68% are Hispanic. Seventy five percent of our support staff are bilingual in English and Spanish, and there is an interpreter on staff to facilitate the care of our patients who speak only Spanish. SPRHS also utilizes DT Communication for all hearing impaired individuals and those needing special language translations. All patient forms, letters, brochures, educational material and signage are printed in both English and Spanish.

Administrative Finance and Billing Procedures

SPRHS has participated in the DSHS Expanded Primary Health Care Program and Family Planning Program for the past several years. Staff have been trained to bill both FFS and Categorical items correctly to both TMHP and the DSHS as required. Staff attend trainings offered annually on billing issues as trainings are offered. The CFO has assigned an individual to specifically process and monitor grant billing and all rejected items are reviewed weekly for corrections and resubmissions. The grant budgets are monitored monthly for appropriate categorical utilization and billing.

- G5. Describe respondent's experience in administering comprehensive health care (e.g., prevention, screening, diagnostic, treatment services, and appropriate referral). Describe your referral systems and referral resources for services not provided by respondent.

As a Federally Qualified Health Center, during the past 30 years SPRHS has developed an integrated model of health care delivery that addresses health care needs of not only the individual but that of the family and the community. SPRHS' services are provided through three (3) medical clinic sites and three (3) dental clinic sites. The main administrative and medical site is located in Levelland, Texas and our satellite locations are 70 miles south in Lamesa, Texas and 120 miles south in Big Spring, Texas. All of the Levelland operations are centralized in a 34,000 square foot facility. Services in Lamesa are provided through a primary health care site and a separate dental clinic site. Big Spring operations are housed in one building which holds medical, mental health, pharmacy and dental services. The range of services provided at SPRHS include: primary health care, family practice, pediatrics, obstetrics and gynecology, chronic disease management, immunizations, x-ray, lab, urgent medical care, 24 hour coverage, family planning, HIV testing, environmental health, hearing and vision screening, health education, diabetic education and foot care, case management for pregnant women and children, full dental services, mental health counseling, optometry and pharmacy services. SPRHS was designated a Patient Care Medical Home by the Joint Commission in 2011. All of the SPRHS clinical sites are integrated through a single electronic health record system that interfaces with the electronic dental health record and provides comprehensive health history information for all patients no matter at what site they present for services at. SPRHS also has a patient portal that allows all clients access to their own health information 24/7 and allows clients to request appointments, prescription refills, laboratory results and to speak with a provider through the portal system.

Primary care services for the entire population: All services are provided by physicians and mid-levels at each site. OB services in Levelland are provided by an on-site provider. OB services are referred out in Lamesa and in Big Spring. All other primary care services are provided directly onsite at SPRHS clinics with no sub-recipients for service provision.

Preventative care for all ages: Physicians, nurses, and outreach staff at all clinics provide preventative health care services including health education and screening for all lifecycles, Texas Health Step Exams, at-risk behavior education, immunizations, diabetic and chronic disease management education, well-women and annual exams, and mammogram referrals are several of the services provided at each site.

Pharmacy services - SPRHS' Class A pharmacy is located at the Levelland clinic and has 2.0 FTE pharmacists and four full-time pharmacy technicians who fill prescriptions for all sites. A health educator at the Lamesa clinic serves as the pharmacy coordinator for that site, which has a Class D Pharmacy License.

Pharmacy staff process an average of 300 prescriptions per day. Pharmacy services have been expanded by the utilization of a medication program, formerly the Patient Assistant Program, which adds approximately 25 prescriptions per day. SPRHS has been fortunate to participate in medication assistance programs through Pfizer Share the Care and the AstraZenica and Me program. The pharmacies are open Monday through Friday during clinic hours and doctors provide pre-packed, initial small dosages of medications for after hour and immediate needs. In Lamesa, for patients who cannot wait for their orders to be filled from Levelland, SPRHS contracts with Jones-McCall Pharmacy through an MOU to fill acute care prescriptions. SPRHS also provides medications free of charge to clients who participate on the Texas Department of State Health Services Family Planning, Primary Health Care and Expanded Primary Health Care grant programs.

Through TACHC, the Texas Association of Community Health Centers, SPRHS is a participating member in the 340B/340Better Drug Program and able to obtain medications at lower costs and pass these savings onto clients through an established sliding fee scale. The pharmacy has an active license and the Pharmacists and Technicians are fully licensed and credentialed.

Laboratory Services - South Plains Rural Health has an on-site CLIA Waived Lab with privileges for Provider Microscopy at all clinic sites. Each site also has a full time phlebotomist to service its clients. SPRHS utilizes

its in house laboratory for anemia assessments, vaginal wet mounts, blood glucose screenings, HgbA1c testing, urinalysis, hemoccult screenings, H. Pylori testing and pregnancy testing. Quality assurance is a constant process with the in-house laboratories. Control measures are run on a daily basis and log books are kept on each test ordered. There is daily follow up to assure that all results are received in a timely manner with panic values being processed according to our Panic Value Policy. Our lab was most recently inspected with our Joint Commission accreditation survey in October of 2015. All lab results are electronically integrated into the patient's electronic health record.

SPRHS has a contractual relationship through our Primary Care Association, the Texas Association of Community Health Centers (TACHC), for discounted laboratory testing services through LabCorp. Specimens are processed on a daily basis through LabCorp with results returned electronically to our sites. LabCorp is able to offer extensive referral laboratory examinations at discounted rates to our clients. The contracts with LabCorp are negotiated through TACHC. SPRHS also utilizes the Texas Department of Health Laboratories for persons receiving Texas Health Steps or Women's Health Exams. SPRHS complies with all reporting requirements in regards to STD results.

Outreach services: Adding an additional clinic site in Big Spring, TX was an opportunity for SPRHS to expand its Outreach services. SPRHS now has two full time Outreach Coordinators and provides multiple outreach events/activities per year. One Outreach Coordinator is located in the Levelland clinic and provides service to northern counties in the service area including Lubbock, Hockley, Lynn, Terry and surrounding counties. The second Outreach Coordinator is located at the Howard County clinic and helps to serve Howard, Mitchell, Dawson and surrounding counties. The Outreach Workers engage in collaborations with area entities—Kid Smart, VOICES Coalition, the Texas Tech University Health Sciences Center, and the Lubbock Area Coalition—implementing efforts to address teen pregnancy and STDs. Family Planning and Women's Health events are held at the local colleges in Levelland and Big Spring twice per year. The Outreach Coordinators works with the local agricultural community to identify MSFW working in the area by visiting local farmers and cotton gins to distribute information on SPRHS services. SPRHS also works closely with the Texas Migrant Council and West Texas Opportunities to identify migrant children in the school system to enroll their families into services with SPRHS.

SPRHS has opened two food banks, located at the Levelland and Lamesa sites. These food pantries provide food for nearly 200 families per month. Access is not restricted to SPRHS clients but is available to anyone who comes in need. SPRHS works cooperatively with the regional food bank to obtain discounted canned and USDA goods and also holds food drives on a regular basis at local supermarkets to keeps its shelves stocked.

Eligibility Assistance: SPRHS was accepted into a state wide program, the HHSC Community Partner's Program, which CHC staff are trained assist clients in applying for benefits at the health center. SPRHS has 4 dedicated staff members to fill these roles and to increase the client's accessibility to services. Clients are able to schedule an appointment for insurance assistance with the eligibility worker, who has also been trained to assist clients with the Federal/State Health Insurance Market Place.

Transportation: SPRHS has contracts with SPARTAN, TRAX and West Texas Opportunities to provide transportation for its clients within the 7 county service area. Clients can call with a 24 hour notice to receive transportation to/from SPRHS sites for service. These organizations will also transport clients to Lubbock, Texas, up to a 250 mile round trip for our rural residents, for specialist referrals as well. Eligible clients may also access transportation through the Medicaid transportation system or receive monetary compensation for travel necessary for medical/dental appointments.

Mental Health/Substance Abuse SPRHS staffs a licensed professional counselor is based at the Levelland clinic and they see clients at the Lamesa and Big Spring clinics one day per week each. The BH Counselor is on call 24 hours per day and patients are referred to MHMR if the counselor is off. Behavioral health services include one-on-one counseling, family counseling, and marriage/couples therapy along with counseling that addresses a range of behavioral health problems. For children, who represent less than one fourth of the BH

case load, these include oppositional behavior, ADHD, and depression/anxiety disorders. Adolescent cases have been minimal but have focused on depression, anxiety, drug and alcohol abuse and self-mutilation. Adults receive counseling for MH disorders such as depression, anxiety, and bipolar disorder and anxiety and depression counseling for geriatrics.

Oral Health Care. Clinic staff includes three full-time equivalent (FTE) dentists, 1 hygienists, six dental assistants, and 3 sterilization clerk/receptionists. The Levelland and Lamesa clinics each currently utilize three operatories at each site. SPRHS operates an electronic dental health record that is interfaced with the clients medical record and offers digital radiography services at each site to assist in diagnosis and treatment. Howard County Community Health Center operates a four chair dental operatory with a full time dentist and dental hygienist. Current services provided in the dental clinics include: extractions, fillings, fluoride treatments, resin based composites and scaling, root planning, root canals, dentures/partials, cleanings and some cosmetic procedures such as tooth whitening. Our dental providers currently utilize two labs in Lubbock, 35 miles from Levelland, for dental lab services. Turn-around time and efficiency of these services are timely, and the labs easily accommodate the increased demand from our facility, given our projected increase in encounters.

Culturally and linguistically appropriate services - SPRHS strives to deliver culturally competent and linguistically appropriate services. In an effort to reduce language and cultural barriers, we seek to recruit high quality, culturally sensitive staff. The ethnic characteristics of our patients reveal 68% are Hispanic. Seventy percent of our support staff is bilingual in English and Spanish, several providers are bilingual English/Spanish, our pharmacist is bilingual. SPRHS has an interpreter on staff to facilitate the care of our patients who speak only Spanish. SPRHS contracts with an individual for German translation as needed for the growing Mennonite population. All patient forms, letters, brochures, educational material and signage are printed in both English and Spanish. SPRHS tries to reach the Spanish speaking population through bilingual public service announcements, brochures and advertisements. Additionally, SPRHS utilizes a translation service to be used for any other needed language, DT Translation, who provides video interpretation for our hearing impaired clients and telephone translation, in 50 languages, for our multi-cultural clients.

Referral systems and referral resources for services not provided by respondent.

Over the past 30 years SPRHS has had the opportunity to develop formal and informal collaborations and coordination of services with other health care providers in the area for the Levelland, Lamesa, and Big Spring sites. .

List of Current Collaborations for Family Planning and Women's Health Services:

- Medical Arts Hospital in Lamesa for labs, admission, and radiology services
- Covenant Hospital Levelland for admission, labs, radiology/mammography services and Family Planning surgeries including tubal ligations.
- County health departments in Dawson/Howard county provides family planning services and immunizations;
- Hockley County Indigent Health Care and Public Assistance (IHCPA) refers patients who do not qualify for medical assistance and who cannot afford standard medical provider fees;
- SPRHS contracts with Jones-McCall to fill prescriptions for Lamesa;
- South Plains Public Health District patients for primary and OB care.
- Scenic Mountain Medical Center for inpatient medical management and radiology/mammography services.
- Howard County Welfare and Indigent Healthcare Program – for the provision of medical and pharmacy services.
- Dr. Byerly and Dr. Ledford for the provision of OB services to HCCHC clients.

- County health departments in Howard and Mitchell Counties providing family planning services and immunizations;
- Texas Department of State Health Services
- Specialty providers for Cardiovascular, Endocrinology, Nephrology, etc in each local community with providers who agree to accept our clients.

G6. Subcontracting Background- Describe the following if respondent plans to have subcontract any of the proposed services:

A. **South Plains Rural Health does not plan to subcontract any portion of the award/services .**

B. Experience developing subcontracts and subcontract negotiations;

SPRHS assures a seamless continuum of care and access to appropriate specialty care for the Center's population by coordinating and integrating project activities and collaborating with numerous entities on an ongoing basis. Although SPRHS does not subcontract and does not plan to subcontract out for any of its services, SPRHS serves in this capacity for several other organizations. SPRHS currently has MOU agreements with the following organizations that directly affect patient care:

1. Covenant Hospital Levelland for radiology and female sterilization procedures.
2. Medical Arts Hospital Lamesa for radiology services.
3. Hockley County Indigent for the provision of care and services.
4. Project CHAMPS for the delivery of dental care
5. Big Spring Indigent Council for the delivery of medical, dental and pharmacy services.
6. Spartan Transportation
7. TRAX Transportation services

SPRHS negotiates fees and rates acceptable for its clients when contracting for direct services such as radiology and surgical procedures and has successfully established contracts with entities to accept Medicaid rates as full reimbursement for services when it is required to pay.

C. Experience performing program monitoring of subcontractors, including monitoring of professional and clinical services;

SPRHS has worked as a subcontractor for several organizations and realizes the importance of accurate and timely reporting. SPRHS will work with its providers for radiology and surgical services for the return of necessary data. The Director of Clinical Operations is responsible for the return and tabulation of data for the Performance Improvement Committee. Staff are assigned to follow up on data recorded in the electronic health record and the clinic sites in Levelland and Big Spring have Patient Care Coordinators on staff that are responsible for all referral tracking and follow up. All fiscal measures are tracked by the clinic managers and billing staff to assure that accurate information is obtained for reimbursement requests and that all applicable policies/procedures are followed.

D. Experience providing technical assistance to subcontractors, including budget development and management;

SPRHS has not had to subcontract for any of its services and does not plan to do so for this project. SPRHS will deliver all primary care medical, laboratory and pharmacy services itself directly through its established services, policies and procedures. In addition, SPRHS' established referral system of laboratory, radiology and surgical services will meet the needs of the proposed population.

As an FQHC, SPRHS adheres to BPHC guidelines and applicable cost principles including audit requirement according to OMB Circular A-133. SPRHS has updated its financial and management information systems to enable more efficient and effective reporting capabilities, and to provide the management staff and Governing

Board with pertinent information for policy and decision-making. SPRHS has purchased and implemented the software MIP by Abila. This software was created for Fund Accounting and gives the capability to report on multiple years and multiple grants. SPRHS does not expect to subcontract any direct patient care services and will manage all funds and reporting internally. The Chief Financial Officer oversees the finance department and all billing activities. The SPRHS billing specialists use electronic billing processes whenever possible to submit and manage billing claims. Client and service delivery data are collected and tabulated monthly from our practice management system, Vitera Intergy. All data is collected electronically from submitted information at the time of the client visit and during follow up. Existing reports are generated on either a monthly or quarterly basis, depending on the required time frame for submission. Chart audits for validation and comparison are also done monthly to insure the accuracy of data obtained and that the reports generated are a valid representation of work performed. Reports are directed to the board of directors on both a monthly and quarterly basis.

Staff position(s) that will be responsible for monitoring subcontractors and what qualifications will be required; There will be no use of subcontractors for this program. Internally, the Patient Care Coordinators as each location will be responsible for all referral and test tracking to assure information is returned to the appropriate Provider for the patient when and outside laboratory test or exam is ordered. They will follow JCAHO standards on referral tracking. The Director of Nursing is responsible for the audits of the EMR charts and presentation of clinical data to the Performance Improvement Committee. The Director of Clinic Operations monitors the PI Committee. The Clinic Manager and CFO are responsible for all financial data and presentation to the PI committee and Board of Directors. The CEO will have oversight over all data collected. Each staff member assigned to data monitoring and management is a supervisor in their area and directly responsible for their staff's performance

Staff position(s) that are anticipated for monitoring professional and clinical subcontractors and the required qualifications for each position;

SPRHS plans to deliver all direct patient care services through its established comprehensive FQHC service sites in Levelland, Lamesa and Big Spring, TX. All financial technical training will be conducted as necessary by the CFO and Clinic Manger Supervisor. All patient care policy and procedures will be the responsibility of the Director of Clinic Operations. All training for staff on data collection, submission and quality improvement is the responsibility of the Director of Clinic Operations, who oversees all clinic sites in the organization. Any and all provider training and technical assistance to referral sources will be provided by these SPRHS staff.

Policies and procedures respondent has for monitoring subcontractors that provide direct client services; and

SPRHS provides all direct client services and its staff will be responsible for monitoring outcomes, data retrieval and fulfilling reporting requirements. SPRHS has Patient Care Coordinators who will be responsible for retrieving data from providers used for outside referrals and entering the data in the patients EMR. SPRHS has a part-time physician who provides on-site clinical OB services in Levelland and all data is recorded internally and reported to the federal government annually through the Uniform Data Systems reporting required by the organization and HRSA annually. Performance measures for this physician are monitored, as are those for all other Providers, through the Performance Improvement and Peer Review Committees.

Staff position(s) that are anticipated for providing training and technical assistance to subcontractors on data collection and submission, and data quality improvement.

SPRHS plans to deliver all direct patient care services through its established comprehensive FQHC service sites in Levelland, Lamesa and Big Spring, TX. All financial technical training will be conducted as necessary by the CFO and Clinic Manager Supervisor. All patient care policy and procedures will be the responsibility of the Director of Clinic Operations. All training for staff on data collection, submission and quality improvement is the responsibility of the Director of Clinic Operations, who oversees all clinic sites in the organization. Any and all provider training and technical assistance to referral sources will be provided by these SPRHS staff.

FORM H: FUNDING REQUEST AND CLIENTS SERVED

Legal Business Name of Respondent:

South Plains Rural Health Services, Inc.

Funding Requests

Funding requests must be based on the total cost of providing services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service clients. These activities may include but are not limited to:

- Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
- Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;
- Staff development and training related to HTW Fee-for-Service Program service delivery; and
- Client and community based educational activities related to the HTW Fee-for-Service Program.

Total Funding Request	\$ 502,890
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Clients Served:

The number of clients a respondent intends to serve through the HTW Fee-for-Service Program will be used to assess, in part, the respondent's effectiveness in providing the proposed support services under the contract resulting from this RFP.

NOTE: This total must be a reasonable estimate of the number of Unduplicated Clients the respondent proposes to serve in the HTW Fee-for-Service Program.

1. **Clinical Services:** Enter the number of Unduplicated Clients respondent intents to serve in the HTW Fee-for-Service Program during the term of the contract in the table below:

Table 1: Clinical Services

Proposed Number of Clinical Clients to be Served:	1554
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FORM I: WORK PLAN GUIDELINES

1. Use up to 4 pages for each program component for a maximum of 20 pages.
2. Required attachments are not counted in the page maximum.
3. In accordance with Section 2.1 of the RFP, respondent must address the following Program Components and include a response to the identified topic areas:

Program Administration and Management:

- a. Identify the services respondent proposes to provide;
- b. Identify the Priority Population to be served;
- c. Describe organizational workforce, support systems (training, research, financial and administrative systems, technical assistance and support, etc.), and other infrastructure available to achieve service delivery and policy-making activities;
- d. Include a copy of the Institutional Review Board's approval if the respondent is currently conducting research on individuals who receive services through any HHSC-funded programs;
- e. Provide an organizational Chart
- f. Provide job descriptions for the following key employees related to the HTW Program, i.e., Medical Director, Clinical/Program Director, eligibility and billing staff, and clinicians; and
- g. Describe how respondent will design, implement, and monitor the HTW Program budget in order to ensure the provision of support services to clients throughout the contract term.

Quality Assurance/Quality Improvement:

- a. Describe internal Quality Assurance/Quality Improvement (QA/QI) management and processes utilized to monitor services. Identify staff that participate in the QA/QI process, and who is responsible for ensuring QA/QI policies and procedures are updated. Respondent must include job titles and qualifications of the identified individuals; and
- b. At a minimum, provide the following information:
 - 1) Medical Director's involvement in the QA/QI activities;
 - 2) Activities used to identify trends of needed improvement and the frequency of those activities;
 - 3) Activities to ensure correction and follow-up to findings identified;
 - 4) Use and frequency of client satisfaction surveys;
 - 5) System used to identify, report, and monitor adverse outcomes; and
 - 6) Process used to develop and monitor use of Protocols and Standing Delegation Orders, including the staff involved in the process.

Professional Development:

- a. Describe how respondent will ensure health care professionals provide HTW Program services competently and with sensitivity to diverse client cultures; and
- b. Identify staff, including job titles, that will attend HHSC required trainings. The contractor may attend in person or participate remotely. Trainings may include webinars, conference calls, and in person trainings.

Recruitment:

Describe how respondent will ensure Outreach, In-reach, and education to the Priority Population will be accomplished in every county of the proposed target service area(s) identified in Form B.

Long-Acting Reversible Contraception (LARC) Usage:

- a. Describe which LARC methods will be provided at respondent's clinic(s) and which LARC methods will be provided by referral only;
 - b. Describe efforts respondent will use to educate clients about LARC usage and efforts to increase LARC utilization rates in the Priority Population; and
 - c. Describe professional development opportunities that respondent will employ for staff related to LARC utilization and education.
4. For each program component, respondent must propose at least one goal and corresponding objective to achieve the goal(s) including describing the associated activities for meeting the goal. Respondent must:
- a. Describe how it will ensure activities are reasonable, achievable, and measurable. Identify what is expected to be accomplished during the contract period;
 - b. List methodologies/activities in the chronological sequence that will be used to achieve each objective;
 - c. Indicate the name or position of the person primarily responsible for ensuring completion of each activity;
 - d. Define the time frame for accomplishing each objective/activity.
 - e. Describe in specific terms how respondent will evaluate each activity. For example, "client services data, pre/post assessments of educational sessions, client interviews/surveys, etc."

FORM I: WORK PLAN**Legal Business Name
of Respondent:**South Plains Rural Health Services, Inc.

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1. Reference the instructions on Form I - Work Plan Guidelines.
 2. Respondent must not exceed 4 pages per program component, for a total of 20 pages.
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Program Administration and Management:**a. Identify the services respondent proposes to provide;**

As an FQHC, SPRHS currently provides services to the low-income and uninsured populations of Hockley, Cochran, Dawson, Lynn, Terry, Yoakum, Gaines and Howard Counties through its Federally Qualified Health Center status. Complete health care, including Women's Health, is provided at each of the medical sites. An OB/Gyn Physician and a Women's Health Nurse Practitioner (WHNP) are employed at the Levelland site and 6 other Nurse Practitioners staff the Lamesa and Big Spring clinics. All clinics perform well women examinations, Pap tests, HPV testing, pregnancy testing, and breast exams. Clients are referred for mammograms when needed. All laboratory services are provided through Lab Corp with results integrated into the electronic health record. The WHNP performs all needed colposcopy services for clients. The full spectrum of health care can be obtained at any of the SPRHS clinic locations. SPRHS is currently funded through DSHS to provide Primary Health Care, Expanded Primary Health Care services as well as Family Planning services. Clients are able to obtain their exams, education and birth control medications/methods onsite. SPRHS provides all forms of birth control including IUD's and Implanon/Nexplanon devices. Current contracts with the local hospital also provide for access to sterilization procedures if desired. As an FQHC, SPRHS is also able to provide all immunizations on site. SPRHS proposes to provide primary care for the conditions of diabetes, hypertension and hypercholesterolemia as described in the RFP along with full women's health care services. An administrative body is in place that is familiar with fiscal and clinical oversight and managing both DSHS and Federal funding. SPRHS has a history of accurate and timely reporting. All policies and procedures are in place for reporting and fiscal management as well as client eligibility screening procedures. Each service site is capable of delivering all primary care services including medical, dental, behavioral, laboratory and pharmacy services. SPRHS is Joint Commission Accredited as a Patient Centered Medical Home and was last accredited in 2015. Each site has established collaborative relationships with the local hospitals for radiology services. Medical providers have been licensed and credentialed to provide services according to their training and experience and undergoes re-credentialing every two years. Charts are Peer Reviewed every month. SPRHS has staff qualified to provide diagnostic and treatment services in the form of Family Practice Physicians as well as 6 licensed and credentialed Nurse Practitioners to assist in the delivery of care. Physician and NP's are able to screen and treat for acute and chronic conditions as well as perform and interpret medically necessary cancer screening exams. SPRHS has a complete set of organizational policy and procedures which cover administrative, personnel and clinical issues which have previously been reviewed by DSHS and JCAHO. As a DSHS Family Planning provider, all clinic sites and providers already deliver care in the form of family planning services including physical exams, education/counseling, lab testing/pregnancy testing, STD testing and treatment, HIV testing, and breast and cervical screening for clients that request evaluation. All of the following contraceptive methods are provided onsite: IUD's, hormone implants, DepoProvera injections, oral contraceptives, patches, rings, sponges, condoms, and abstinence education. The providers are also able to provide treatment for minor gynecological problems and cervical dysplasia. The clinicians also currently provider infertility

counseling and referrals. SPRHS provides emergency medical services for all of its clients directly. Clients may walk in for same day urgent visits and pregnant clients can be seen the same day. After-hours access to a provider is available 24/7 and a trained nurse triages all after hours calls from patients and directs the call to the patient's personal provider. All medical sites have a trained phlebotomist or nurse on staff for services and LabCorp retrieves labs daily with results automatically returned directly into the client electronic health record. Each SPRHS lab is CLIA certified and Joint Commission accredited. Pharmacy services are provided onsite through our Class A Pharmacies in Levelland and a Class D pharmacy in Lamesa and Big Spring. These are staffed by 2.0 FTE licensed pharmacists. SPRHS utilizes the 340B Drug program for its clients and for medication purchases.

b. Identify the Priority Population to be served;

SPRHS currently provides services to the low-income and uninsured populations of Hockley, Cochran, Dawson, Lynn, Terry, Yoakum, Gaines and Howard Counties through its Federally Qualified Health Center status. Complete health care, including Women's Health, is provided at each of the medical sites. All clinics perform well women examinations, Pap tests, HPV testing, pregnancy testing, and breast exams. Clients are referred for mammograms when needed. All laboratory services are provided through Lab Corp with results integrated into the electronic health record. SPRHS is currently funded through DSHS to provide Primary Health Care services, Expanded Primary Health Care Services as well as Family Planning services. Clients are able to obtain their exams, education and birth control medications/methods onsite. SPRHS provides all forms of birth control including IUD's and Implanon/Nexplanon devices. Current contracts with the local hospital also provide for access to sterilization procedures if desired. As an FQHC, SPRHS is also able to provide all immunizations on site. SPRHS proposes to provide expanded primary health care services to the women in its current service areas of Hockley, Howard, Dawson, Lynn, Terry, Gaines, Yoakum and Cochran Counties with the additional areas of Andrews, Borden, Bailey, Garza, Glasscock, Hale, Lamb, Lubbock, Martin, Midland, Scurry, Sterling, Ector and Mitchell Counties to be added the HTW service area. As SPRHS clinic sites have grown patient draw has expanded necessitating additional counties be added to the request for services based on patient county of residence. SPRHS already serves numerous clients in these areas with both Family Planning and FQHC services. Demographic utilization from the clinics reveals that a significant portion of clients who visit the clinics are from these areas as well as the existing areas. There are no other FQHC's in the service areas. SPRHS is the only clinic in the eight county service area to offer comprehensive medical, dental, optical, mental health and pharmacy services to all clients on a sliding fee scale. A Health District provides primary health care services on a contract basis in Terry County, but does not offer a sliding fee scale.

There are rural hospitals located in Lamb, Bailey and Mitchell Counties. Access to primary care is limited by the number of Primary Care providers in the area with 6 in Bailey, 3 in Lamb and 3 in Mitchell Counties. There are no DSHS providers of PHC or Family Planning Services in the counties. All proposed 11 counties are designated as Federal HPSA areas.

Community – Distance to nearest FQHC	Lubbock	Midland	SPRHS
Big Spring (Howard County)	107	42	0
Morton (Cochran County)	57	150	26
Lamesa (Dawson County)	62	57	0
Levelland (Hockley County)	31	123	0
Tahoka (Lynn County)	30	89	32

Brownfield (Terry County)	38	93	30
Denver City (Yoakum County)	77	94	62
Muleshoe (Bailey County)	70	61 (to Plainview)	56
Littlefield (Lamb County)	38	56 (to Plainview CHC)	24
Colorado City (Mitchell County)	111	80	38

c. Describe organizational workforce, support systems (training, research, financial and administrative systems, technical assistance and support, etc.), and other infrastructure available to achieve service delivery and policy-making activities;

South Plains Rural Health Services, Inc. (SPRHS) is a fixed, multi-site, federally funded community and migrant health center operating a primary health care/dental clinic/optometry clinic/pharmacy in Levelland, TX, Lamesa, TX and Big Spring, TX. The SPRHS Levelland clinic is located at 1000 FM 300, Levelland, TX 79336 (Hockley County); the SPRHS Lamesa medical clinic is located at 1502 N. Ave. K, Lamesa, TX 79331 (Dawson County), the SPRHS Lamesa Dental clinic is located at 1005 N. 16th St., Lamesa, TX 79331 (Dawson County), and the Howard County Community Health Center at 1300 S. Gregg Street, Big Spring (Howard County) TX. The federally-recognized service area encompasses Cochran, Dawson, Hockley, Howard, Lynn, Terry and Yoakum counties. Direct services include immunizations, sick and well care, diagnostic lab, testing and screening, family planning, OB (including antepartum fetal assessment, genetic counseling and testing, labor and delivery professional care, and postpartum care), and enabling services such as eligibility assistance, parenting education, interpretation/translation services, and health education. Transportation services are provided via an in-kind/bartering agreement with SPARTAN (under South Plains Community Action Agency) for patients from anywhere in the service area and by West Texas Opportunities. As a "one-stop-shop" for comprehensive primary and preventative health care, SPRHS addresses access issues through the services offered/available at each site.

Exhibit A	
Services Provided Directly	By Referral
Primary Medical Care: All Sites General Primary Medical Care Diagnostic Laboratory Diagnostic Tests/Screens Urgent Medical Care 24-Hour Coverage Voluntary Family Planning HIV Testing Immunizations Screenings	Diagnostic Specialty Laboratory Diagnostic X-Ray Services Diagnostic Tests/Screens
OB/GYN Care: (Levelland Site) Gynecological Care Obstetrical Care Prenatal and Perinatal Services	Gynecological Care – high risk OB (high-risk)
Dental Services: All Sites Preventative, Cosmetic Restorative , Endodontics Emergency	Restorative Emergency
Mental Health Services: All Sites Treatment/Counseling	

Developmental Screening 24-Hour Crisis Substance Abuse Services	Acute psychiatric care Referrals for mental retardation Substance abuse/detoxification
Other/enabling services Hearing Screening Nutrition (not WIC) Pharmacy Vision Screening/Hearing Screening Case Management Eligibility Assistance/Insurance Enrollment Health Education Translation Services Outreach, Transportation Optometry Care, Glasses/Contacts Shop	Occ/Voc Therapy Physical Therapy Podiatry WIC

Clinical Staffing Team.

The clinical staffing pattern is appropriate for the level and mix of services provided. Currently there are 94 staff members who provide a wide range of clinical and administrative expertise. Administration consists of the Chief Executive Officer, Chief Financial Officer, Medical Director, Director of Clinical Operations, Dental Director, Pharmacy Director and Clinical Managers. The administrative support staff consists of CPI Coordinator, JCAHO Compliance Officer, Credentialing Coordinator, Human Resource Specialist, Outreach Coordinator, financial staff and an IT specialist. Medical staff is comprised of 12 FTE physicians and nurse practitioners, 9.0 nurses, 12.0 medical support staff, an 1.0 FTE Behavioral Health Specialist, 7.0 FTE clinical support staff, 12.0 FTE dental personnel including 3 dentists, 2 hygienists, 6 dental assistants, a sterilization tech and a dental receptionist. There are 8 FTE pharmacy personnel including 2.0 FTE pharmacists, certified pharmacy technicians and pharmacy assistants. There are 24 FTE administrative support staff, 3.0 FTE clinic managers and 6.0 FTE maintenance/janitorial positions. SPRHS does not have any sub-recipient arrangements for any of its services, contracts for substantial portions of system operations or other agreements

The governing Board approves the annual PI plan and report, which outlines performance measures to be monitored by the PI committee. The PI/RM program ensures the organization meets all financial, clinical and administrative standards. The PI/RM Program, consistent with the Texas Medical Practice Act, consists of a professional review body that includes the employees and agents of the committee and assistants, investigators, interveners, attorneys, and any other person or organization that serves the PI/RM Program and the committee in any capacity.

Current Clinical Standards of Care: As part of the Texas Association of Community Health Centers, SPRHS participates in and follows that TACHC Policy and Procedure Manual and uses this to develop internal policies and procedures specific to the organization. The content is reviewed monthly and staff trainings are conducted 3 times annually on any updates or changes that are made. The last update to all policies and procedures was completed in 2015-2016 and was Board Approved. At present the Clinical Policies and Procedures cover such areas as Assessment and Care of Patients, Medication Management, Education of Patients and Family, Patient Rights and Organization Ethics and Continuity of Care. All policies are developed to be in compliance with JCAHO standards. Current Mid-level nursing protocols are reviewed on an annual basis by the mid-level, supervising physician, the medical director and then are sent to the Board for approval annually. This ensures a multi-level review for accuracy and up to date treatment protocols. This process is completed annually.

Provider Credentials and Privileges: All professional licenses and credentials are verified through primary source by SPRHS's full time Credentialing Coordinator. Each Licensed Independent Practitioner is summarily

reviewed according to criteria necessary to obtain Federal Tort Claims Act Malpractice Insurance and to meet Joint Commission requirements for appropriate credentialing. Each candidate's malpractice and adverse licensure history is also verified through National Data Bank Registries. All employment is verified and referenced. Each Practitioner must have a Verification of Fitness to perform services on file as well. All files must be completed within 90 days of hire, are reviewed on an annual basis for licensure and continuing education updates and are then fully re-credentialled every two years. The Medical Director and Peer Review Committee review all provider applications and request for privileges for specialty appropriateness.

Risk Management Procedures: South Plains Rural Health Services is covered by Federal Tort Claims Malpractice Insurance through the Bureau of Primary Health Care for its employees and medical personnel. Supplemental GAP insurance is held with Traveler's Insurance. Fidelity bonding is held through Western Surety Company and Property/Casualty Insurance is held through Traveler's Insurance. Hartford holds our Compensation and Worker's Liability Insurance and Director's and Officer's Coverage is held through US Liability Insurance.

C. Include a copy of the Institutional Review Board's approval if the respondent is currently conducting research on individuals who receive services through any HHSC-funded programs;

This is not applicable to South Plains Rural Health Services, Inc.

D. Provide an organizational Chart – Attached.

E. Provide job descriptions for the following key employees related to the HTW Program, i.e., Medical Director, Clinical/Program Director, eligibility and billing staff, and clinicians; and – Attached.

F. Describe how respondent will design, implement, and monitor the HTW Program budget in order to ensure the provision of support services to clients throughout the contract term.

Financial Management and Control Policies

At present the finance department consists of the CFO, a Head Financial Assistant, 10 billing clerks, 2 billing specialists, an accounts payable clerk, ordering/supply clerk and 3 other financial assistants. Billing clerks are assigned to each of the clinic locations and are the front line for entering insurance and billing information. All other finance functions are completed within the administrative department.

As a Federally Qualified Health Center, South Plains Rural Health bases all of its charges for services to clients on the actual cost to the organization and not on established market rates. All of our services are provided to anyone who presents for services regardless of place or residence or ability to pay. Each year our costs to provide care are analyzed through the Uniform Data System and costs per visit type are established. The fee schedule for the organization is reviewed annually and sliding fees adjusted. Fees are divided into categories based on the Federal Poverty Levels defined annually. A schedule of discounts is available for those individuals with incomes up to 200% of the federal poverty level. The budget for the HTW proposal was based on the number of clients currently being served through the EPHC program as well as those being served by the Family Planning program that could also be served through the HTW program. Expected number of clients was based on historical visits and budget categories developed based on actual incurred charges/reimbursements to the organization for the past FY. All DSHS budgets are monitored monthly for the number of clients served as well as the cost per category incurred that must be submitted either FFS or for cost reimbursement. As established procedure is in place for this monitoring which involves the front billing staff, providers, financial assistants, certified coders and the CFO.

SPRHS has adopted and fully implemented procedures for eligibility determination, billing, and collection procedures. An eligibility audit is performed on a quarterly basis on a random selection of charts in all clinics

by the CPI Coordinator and the CFO. All findings of these audits are brought to the attention of the clinic managers and the Performance Improvement Committee. These audits check for accurate eligibility documentation, accurate billing and coding, and accurate insurance processing/collection.

Financial Information Systems

SPRHS has implemented a new practice management system through Abila that is compatible with its Electronic Health Record through Vitera Intergy as well. For accounting purposes SPRHS utilizes Abila for its software vendor. The programs allow tracking all aspects of accounting necessary for the analysis of the organization. The system will generate reports on revenue generated by source, by physician or by clinic; track all accounts receivable and age them, track all debt, accounts payable and expenses. Encounter reports are generated monthly by provider, payor source and location. All data is used to track the financial well-being of the organization and is presented to the Board on a monthly basis.

Financial Audit and Monitoring

Financial statement are prepared monthly and presented to the Board of Directors for reviews. Budget reviews are conducted quarterly with adjustments made as necessary. Client records are audited financially every quarter in each clinic for each federal and DSHS program that SPRHS participates in. These charts are audited in the presence of both the clinic managers and the CFO who documents the completeness and accuracy. Any deficiencies are defined and brought back to the financial screeners and billing clerks in the clinic for correction and follow up. Any procedural deficiencies are defined and retrained as necessary. Weekly team meeting are held within the finance department and monthly with all billing, screening and financial personnel. Duties are separated within the finance department to prevent a conflict of internal controls. This is overseen by the CFO as well as the independent auditors for the organization.

Quality Assurance/Quality Improvement:

- a. Describe internal Quality Assurance/Quality Improvement (QA/QI) management and processes utilized to monitor services. Identify staff that participate in the QA/QI process, and who is responsible for ensuring QA/QI policies and procedures are updated. Respondent must include job titles and qualifications of the identified individuals; and
- b. At a minimum, provide the following information:
 1. Medical Director's involvement in the QA/QI activities;
 2. Activities used to identify trends of needed improvement and the frequency of those activities;
 3. Activities to ensure correction and follow-up to findings identified;
 4. Use and frequency of client satisfaction surveys;
 5. System used to identify, report, and monitor adverse outcomes; and
 6. Process used to develop and monitor use of Protocols and Standing Delegation Orders, including the staff involved in the process.

QI/QA PI Plans/Systems and the Performance improvement system

The health care plan and business care plan goals for sprhs have been incorporated into the CPI program and are monitored and assessed. SPRHS continues to use its CPI grid to monitor efforts on a quarterly basis and assess progress toward reaching clinical measures, financial measures, collaborative goals and other performance indicators. Baseline statistics, target outcomes and trigger levels are utilized to monitor progress in all areas of monitoring. SPRHS' CPI program ensures compliance with all regulatory standards, and encompasses clinical standards, performance management and client satisfaction. The CPI program ensures services are responsive to community needs and has specific quality objectives and outcome measures for different health services. The management information systems used to support performance improvement activities includes Vitera Intergy Electronic Health Records, Sage Practice Management Software and the Practice Analytics system.

SPRHS is Joint Commission accredited, designated as a Patient Centered Medical Home.

SPRHS' Compliance and Performance Improvement program (CPI) was established by the Governing Board and functions as the staff development, quality improvement and risk management program for the health center. Objectives of the program are to:

- Provide for individual and collective staff development and performance improvement by leadership participation on CPI committees and in monthly team meetings;
- Identify opportunities for improvement and apply the process to design studies, collect data and information to measure relevant issues, assess and evaluate findings, and develop options for performance improvement;
- Provide a mechanism for professional peer review to promote individual and collective performance improvement;
- Promote appropriate, cost-effective and quality health care services within the resources of the center;
- Minimize the risk of injury to clients, visitors, and staff through monitoring and appropriate intervention regarding the safety of the environment; and
- Maximize financial resources and minimize financial losses due to malpractice liability costs through preventive and responsive measures.

The governing Board approves the annual PI plan and report, which outlines performance measures to be monitored by the PI committee. The PI/RM program ensures the organization meets all financial, clinical and administrative standards. The PI/RM Program, consistent with the Texas Medical Practice Act, consists of a professional review body that includes the employees and agents of the committee and assistants, investigators, interveners, attorneys, and any other person or organization that serves the PI/RM Program and the committee in any capacity. The PI Committee meets bimonthly and consists of the Compliance & Performance Improvement (CPI) Coordinator, JCAHO Coordinator, Executive Director, Medical Director, Chief Financial Officer, Director of Nurses, Dental Director, clinic managers, receptionist supervisor, Pharmacy Director, safety officer, behavioral health specialist, Outreach Coordinator, Human Resource Specialist, and Credentialing Coordinator. The Medical Director is involved in all CPI processes, and is responsible for leading the medical staff in implementing performance improvement activities. PI processes include: credentialing, peer review, chart audits, patient surveys, medical education, staff observation and performance, and other activities such as facility safety and staff performance review. Administrative and clinical staffs work together on numerous committees: Management Team, Leadership, Professional Review, Peer Review, Safety, Forms, Incident Reporting and Performance Improvement (CPI).

The CPI Coordinator schedules the bi-monthly PI/RM meetings. Minutes identify current issues under review and may identify additional issues for future consideration. The PI/RM Program must track all issues to document data collections or studies, summaries or findings, proposed improvements or corrective actions, and then follow up to assure and document resolutions or to explore other options. Originals of all meeting minutes are kept on file. Benchmarks for performance are set on an annual basis based on historical data as well as desired clinical outcomes and audit results are compared to those results. Those audits falling out of compliance trigger a corrective action. Objectives and goals are determined based on required funding opportunity outcomes and measures. All grant goals and objectives are reviewed on an annual basis. Outcomes that need to be monitored are chosen for inclusion on the annual PI plan and audit tools developed to monitor the parameters.

Chart reviews are conducted monthly for the purpose of monitoring patient satisfaction, medical and social service encounters, client billing and eligibility, and frequency of diabetic education; quarterly to monitor progress in clinical measures by life cycle and to review client incident reports and/or client complaints; or semi-annually in the area of competency reviews and progress in achieving performance measures of the health care plan. Performance measures established in the Performance Improvement Plan include measures determined

as a result of our goals and objectives and clinical requirements determined by our funding sources. Infection control, safety, lab test accuracy, and other risk management issues are reviewed on a quarterly basis.

The corrective action plan for audits not found in compliance consists of the following progressive measures:

- The audit is discussed at the PI monthly meeting. Audits are reviewed on a monthly basis and analyzed on a quarterly basis.
- The PI Committee will analyze and discuss the audit and graphs developed by the CPI Coordinator. With Committee input, a corrective plan of action is decided upon.
- Performance Improvement measures are initiated.
- Correction is monitored on a quarterly basis.
- Staff training with regard to improvement processes is conducted at monthly team meetings.

All patient areas receive a monthly JCAHO inspection and SPRHS participates in all updates sent by JCAHO, including those regarding sentinel events when needed, which are presented in SPRHS PI monthly meetings. SPRHS must maintain an effective risk management program to reduce the likelihood of claims by controlling risk factors, appropriately responding to incidents or adverse events that might result in a claim, and maintaining a credentialing program for licensed and certified staff. We identify and monitor adverse outcomes through the process of incident reporting, "root-cause" analysis, and reporting to the Joint Commission on Accreditation of Health Care Organizations (JCAHO).

Physicians and the other medical staff develop Standing Delegation Orders and medical protocols based upon federal regulations, JCAHO guidelines and other medical standards, with the Medical Director responsible for ensuring their implementation and that they are current. Protocols and standing orders are incorporated into the performance measures that are monitored during monthly and/or quarterly audits. Clinic nurses are educated and trained on the use of new protocols and standing orders during monthly nurses meetings.

SPRHS utilizes the Greenway/Vitera Intergy certified electronic health record system. The software is in place at all clinic sites and is available through terminal servers throughout the organization. The EMR is also interfaced with the dental electronic health record and imaging system, MediaDent. The software has a module for Practice Analytics and Meaningful Use Dashboards that allow on demand monitoring of clinical performance measures for the Performance Improvement committee and regulatory reporting. Providers are able to access the software from outside the organization to work on their charts or to access a records after hours when they are on call. The system also provides material for patient education and instruction that the provider can use in the delivery of care and services. All laboratory results and referrals are tracked through the EMR as well and staff are able to follow up on referrals made to outside of the SPRHS system to ensure reports are returned to the client record. The system interfaces with the accounting software for the organization and provides a seamless method for tracking every aspect of patient care.

SPRHS is highly dedicated to meeting the needs of the community and target population served. Center-wide patient satisfaction surveys are conducted every month, with reports provided to the CPI Committee at least bi-annually and Board annually. Patient complaints, along with progress regarding all other CPI activities, are presented at CPI meetings for assessment and resolution. SPRHS also utilizes a separate Patient Centered Medical Home Patient Satisfaction Survey to assist in developing its comprehensive PCMH program and involving patients in the process. A patient has been placed on the QA/PI committee for this purpose.

Current Clinical Standards of Care: As part of the Texas Association of Community Health Centers, SPRHS participates in and follows that TACHC Policy and Procedure Manual and uses this to develop internal policies and procedures specific to the organization. The content is reviewed monthly and staff

trainings are conducted 3 times annually on any updates or changes that are made. The last update to all policies and procedures was completed in 2015-2016 and was Board Approved. At present the Clinical Policies and Procedures cover such areas as Assessment and Care of Patients, Medication Management, Education of Patients and Family, Patient Rights and Organization Ethics and Continuity of Care. All policies are developed to be in compliance with JCAHO standards. Current Mid-level nursing protocols are reviewed on an annual basis by the mid-level, supervising physician, the medical director and then are sent to the Board for approval annually. This ensures a multi-level review for accuracy and up to date treatment protocols. This process is completed annually.

Provider Credentials and Privileges: All professional licenses and credentials are verified through primary source by SPRHS's full time Credentialing Coordinator. Each Licensed Independent Practitioner is summarily reviewed according to criteria necessary to obtain Federal Tort Claims Act Malpractice Insurance and to meet Joint Commission requirements for appropriate credentialing. Each candidate's malpractice and adverse licensure history is also verified through National Data Bank Registries. All employment is verified and referenced. Each Practitioner must have a Verification of Fitness to perform services on file as well. All files must be completed within 90 days of hire, are reviewed on an annual basis for licensure and continuing education updates and are then fully re-credentialled every two years. The Medical Director and Peer Review Committee review all provider applications and request for privileges for specialty appropriateness.

Risk Management Procedures: South Plains Rural Health Services is covered by Federal Tort Claims Malpractice Insurance through the Bureau of Primary Health Care for its employees and medical personnel. Supplemental GAP insurance is held with Traveler's Insurance. Fidelity bonding is held through Western Surety Company and Property/Casualty Insurance is held through Traveler's Insurance. Hartford holds our Compensation and Worker's Liability Insurance and Director's and Officer's Coverage is held through US Liability Insurance.

Professional Development:

- A. Describe how respondent will ensure health care professionals provide HTW Program services competently and with sensitivity to diverse client cultures; and
- B. Identify staff, including job titles, that will attend HHSC required trainings. The contractor may attend in person or participate remotely. Trainings may include webinars, conference calls, and in person trainings.

SPRHS strives to deliver culturally competent and linguistically appropriate services. In an effort to reduce language and cultural barriers, we seek to recruit high quality, culturally sensitive staff. The ethnic characteristics of our patients reveal 68% are Hispanic. Seventy percent of our support staff is bilingual in English and Spanish, several providers are bilingual English/Spanish. SPRHS has an interpreter on staff to facilitate the care of our patients who speak only Spanish. SPRHS contracts with an individual for German translation as needed for the growing Mennonite population. All patient forms, letters, brochures, educational material and signage are printed in both English and Spanish. SPRHS tries to reach the Spanish speaking population through bilingual public service announcements, brochures and advertisements. Additionally, SPRHS utilizes a translation service to be used for any other needed language, DT Translation, who provides video interpretation for our hearing impaired clients and telephone translation, in 50 languages, for our multicultural clients.

Staff who will attend HHSC required trainings as appropriate to specialty:

Director of Clinical Operations – Tasha Castaneda
Certified Coder/Biller – Nicole Castaneda
Grant Billing Specialist – Kay Whitley
PI Coordinator – Siobhan Shahan
Clinic Managers – Reyna Valenzuela, LVN

Monica Moreno, RMA
Nursing Supervisor – Renee Beck, RN
Providers - Michelle Howell, WHNP
Shawn Harris, FNP-C
Nadia Eleda, FNP
Karen Burke - FNP

Recruitment: Describe how respondent will ensure Outreach, In-reach, and education to the Priority Population will be accomplished in every county of the proposed target service area(s) identified in Form B.

Outreach and Eligibility Services

SPRHS has trained 4 Outreach and Eligibility workers to assist clients in enrolling in state insurance programs and in the Federal Healthcare Marketplace as an in-reach effort to linking clients with appropriate coverage. SPRHS Outreach Coordinators and employees present at local meetings with collaborative partners and explain what services are available through the assistance workers. Clients are made aware of enrollment assistance through local advertising, billboards that have been placed in the outlying counties and through distribution of information through local care partners. Clients are also made aware of services at the time they are financially screened through the organization and an appointment is offered to sit with a counselor and evaluate both federal and state grant participation options. Each SPRHS client is identified for where they qualify on the Sliding Fee Scale. They are also informed of potential Marketplace Coverage, other DSHS program eligibility possibilities and an appointment is scheduled with the enrollment counselor on site. The counselor also assists clients in applying for Medicaid and CHIP through a HHSC partnership and training which allows SPRHS to assist with those applications on site.

The two full time Outreach Coordinators working from the Levelland and Big Spring locations develop and implement outreach events in the communities served to inform clients of available services and to offer educational seminars sponsored by SPRHS on various topics throughout the year. Each Coordinator is assigned communities to cover in their geographic area. The Outreach Coordinators are charged with identifying populations in need of additional information and working with community partners to increase awareness of SPRHS program and service availability. The Outreach Coordinators work within each local community and with regional advertisers to disseminate advertisements and informational brochures to organizations in need. Events are developed to enlist the participation of SPRHS staff and providers whenever possible and are scheduled throughout the year.

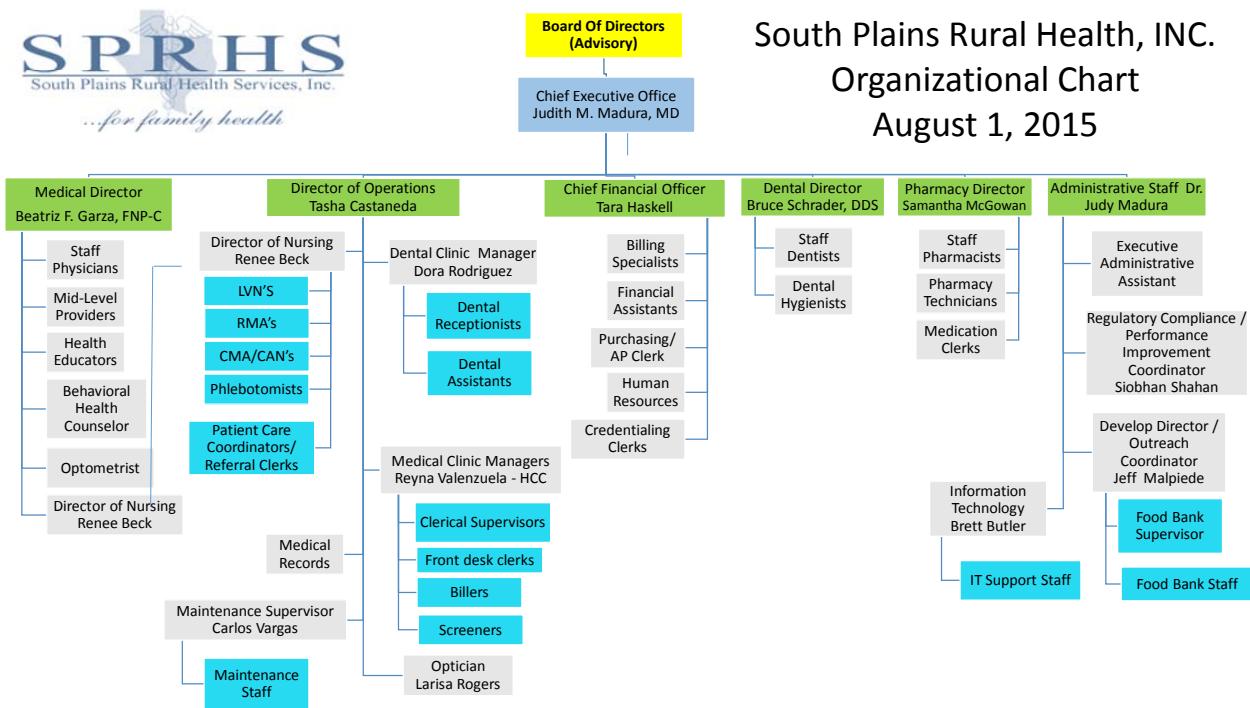
Long-Acting Reversible Contraception (LARC) Usage:

- a. Describe which LARC methods will be provided at respondent's clinic(s) and which LARC methods will be provided by referral only;
- b. Describe efforts respondent will use to educate clients about LARC usage and efforts to increase LARC utilization rates in the Priority Population; and
- c. Describe professional development opportunities that respondent will employ for staff related to LARC utilization and education.

SPRHS offers many LARC options for its clients. Over the past 2 years SPRHS has provided over 500 such treatments to Family Planning, EPHC and PHC clients. The current contraceptive methods available onsite include Depo Provera, Nexplanon, Mirena, Sklyra, oral contraceptives, transdermal patches, vaginal rings along with female/male condoms, spermicidal methods and abstinence education. All LARC methods will be offered onsite for the HTW program. Clients are educated about different family planning methods at each visit by both

the nursing and provider staff. Large advertisement campaigns are designed each year to reach populations that could benefit by the availability of free DSHS family planning services in each of the service areas, targeting the females of reproductive age who would not have access to funding for LARC's if they wanted to obtain one. The local colleges are given information on all family planning services available at the SPRHS sites and even the local high school has reached out for information recently. At present only 2 of SPRHS providers have received training in the placement of certain LARC devices and with HTW funding SPRHS will send all of its untrained providers for training in LARC usage so that all clinic sites will have an provider capable of performing the procedure onsite and the client will not have to wait for treatment. SPRHS will contact device vendors and arrange for training for its mid-level providers if funded.

Range	4/1/14-3/31/16		
	Count Distinct		
		511	
J7300,FP	copper IUD	1	
J7302,FP	Levonorgestrel IUD	17	
J7307	Implantable Device	106	
J7307,FP	Implantable Device	61	
J7298	5Year Implantable	3	
J1050	DEPO	315	
J1055	DEPO	8	
SPRHS LARC Usage 4/1/14-3/31/16			



FORM I: WORK PLAN

Program Component A Program Administration and Management				
Goals:				
Objectives	Activities	Measurement	Staff Responsible	Completion Date
1. Serve appropriate number of clients	1. Recruit and enroll eligible clients into HTW program.	1. Number of women enrolled monthly	1. Director of Operations 2. Outreach Coordinators	1. Monthly monitoring and PI reporting
2. Maintain HTW budget to ensure full FY of services.	2. Budget monitoring to spread funding over contract period	2. Amount of FFS and CR requested monthly, to ensure 12 months of coverage.	2. CFO	2. Monthly monitoring, Board Reporting

FORM I: WORK PLAN**Program Component B****Quality Assurance/Quality Improvement****Goals:**

Objectives	Activities	Measurement	Staff Responsible	Completion Date
1. Appropriate LARC consent in chart	1. Chart audit via EMR and manual review	1. Number of LARCs/Number of correct consents in chart	1. PI coordinatior Director of Nursing	1. Ongoing Monthly, reported to PI committee

FORM I: WORK PLAN**Program Component C
Professional Development****Goals:**

Objectives	Activities	Measurement	Staff Responsible	Completion Date
1. All midlevel providers trained in LARC usage/placement	1. Training on insertion/use of LARC's	1. percentage of staff trained	1. Director of Operations, Medical Director	12/1/2016

FORM I: WORK PLAN**Program Component D**
Recruitment

Goals:				
Objectives	Activities	Measurement	Staff Responsible	Completion Date
Increase number of HTW clients Increase number of clients screened for HTW participation	Outreach and enrollment events	Number of clients seen as HTW monthly	Outreach Coordinator, Enrollment Coordinator	Monthly monitoring of enrollments, report to PI, Finance, Board of Directors

FORM I: WORK PLAN**Program Component E**
LARC Usage

Goals:				
Objectives	Activities	Measurement	Staff Responsible	Completion Date
Increase the percentage of clients offered LARC's	Offer clients education on LARC's at each visit	Number of LARC's used each month	Medical Director, Director of Operations	Monitor and report to PI monthly.

FORM J: ASSESSMENT NARRATIVE GUIDELINES**Part A**

Complete table to show assessment data sources and dates of assessments used.

Part B

Specifically address each of the assessment activities listed below associated with the support services proposed. The required assessment items must include:

1. A description of the community that will be served by the respondent's proposed support services. This description must include:
 - a. Geographic boundaries (urban or rural, physical environment);
 - b. General demographic data (age, gender, ethnicity, etc.);
 - c. General socioeconomic data (per capita income, poverty levels, unemployment, occupational data, etc.); and
 - d. General description of community-wide health status (e.g., key morbidity/mortality statistics).
2. A description of the Priority Population including:
 - e. Geographic service area (Form B);
 - f. Characteristics of Priority Population (including demographic and socioeconomic data specific to each population);
 - g. Priority Population's health status (including population data related to health indicators, behavioral data, and community opinion data); and
 - h. Current population served (characteristics, population data, numbers of clients served, types and numbers of services provided).
3. Identification of the gaps in resources and potential barriers to improving health status in the community served and how respondent's proposed support services will address these issues.

FORM J: ASSESSMENT NARRATIVE

**Legal Business Name
of Respondent:** South Plains Rural Health Services, Inc.

Complete the Table under Part A, and address each of the assessment activities under Part B (see ASSESSMENT NARRATIVE GUIDELINES). Please keep responses to a maximum of three (3) pages including this page and two more.

Part A

Multiple data sources and assessments exist for many communities. Respondent is encouraged to utilize these resources when completing this form. In the table below, list the source of assessment data used and the dates of the assessments used.

Source of Assessment Data	Date of Each Assessment Source
Center for Health Statistics, TDSHS,	6/2013
TDH Health Facts Profiles	2009
The State of Texas Children	2009
DSHS Health Currents	2011

Part B

1. A description of the community that will be served by the respondent's proposed support services.

Currently SPRHS serves the counties of Hockley, Cochran, Terry, Lynn, Dawson, Yoakum and Howard with Federal 330 BPHC funding. South Plains Rural Health Services' (SPRHS) vast rural service area is currently comprised of 6,980 square miles with a population density of 13 people per square mile and total population of 109,310 individuals according to the 2010 US Census. All of these counties are located in the Panhandle of Texas and are classified as rural communities by the US Census Bureau. Analysis of the populations of these areas finds them all to be well below the Texas state average population density of 83.2 persons per square mile. Cochran County is sparsely populated at 7 persons per square mile and is designated as a Frontier area. The High Plains Region is home to 36 acute care and psychiatric hospitals including 20 public, 10 for-profit and 6 non-profit institutions. Of the 36 hospitals, 6 are in Lubbock, 6 are in Amarillo, and the remaining 24 are located in rural areas. Of South Plains Rural Health's 8 rural service counties, only 3 have rural hospitals located in Hockley, Dawson and Howard Counties. All current service area counties are whole-county, Medically Underserved Areas (MUAs) and Health Professional Shortage Areas (HPSAs). Additionally, Hockley and Terry County's low-income populations are designated as Medically Underserved Populations (MUPs).

B. Demographic data (age, gender, ethnicity, race, etc.);

The demographic distribution by race and age is detailed in Table 1 below. The proposed service area populations are quite similar in demographic breakdown when compared for age distribution as well as race and ethnic distributions. All proposed areas of service show a higher than state average of persons greater than 65 years of age, denoting an aging population in the area. The socioeconomic indicators for this region

are detailed in comparison in Table 2 below. The per capita incomes for all eight counties of service are below the Texas state average. When comparing the availability of medical and dental providers within each of the service areas, all are designated as Federal Health Professions Shortage Areas.

Table 1 – County Demographic Information

Demographics	State of Texas	Cochran Co.	Hockley Co.	Lynn Co.	Terry Co.	Dawson Co.	Gaines Co.	Howard Co.	Yoakum Co.
Pop/Sq Mile	94.7	4.6	24.8	6.7	13.8	15.5	10.3	37.0	9.6
Hispanic %	38.2	48.3	42.8	49.1	49.3	53.3	49.3	42.6	52.3
Anglo %	45.8	45.8	52.5	57.4	45.0	37.9	45.0	51.3	45.9
Black %	11.5	5.2	4.1	2.7	5.2	8.3	5.2	4.9	1.2
Age 0-4yrs	7.9	8.9	8.2	7.3	8.3	7.6	9.7	6.8	9.6
Age 5-14 yrs	14.1	12.8	14.4	12.8	14.3	13.0	15.8	12.0	14.5
Age 15-44 yrs	44.6	37.7	39.8	39.1	39.7	42.6	40.2	39.6	37.6
Age 45-64 yrs	23.5	22.7	24.2	24.7	22.9	22.8	22.9	27.1	25.2
Age 65+ yrs	10.0	17.8	13.5	16.1	14.7	14.0	11.5	14.6	13.1
Male/Female %	50.2/49.8	48.9/51.1	49.5/50.5	50.6/49.4	52.3/47.7	55.5/44.5	50/50	55.1/44.9	49.1/50.9

Source: Texas Department of State Health Services Health Facts Profiles 2009

With the availability of state and federal funding, SPRHS plans to help meet the medical, dental and mental health needs of the uninsured and underinsured population. In comparison to the state levels, our proposed HTW counties collectively contain a larger percentage of individuals without health insurance coverage.

Socioeconomic data (per capita income, poverty levels, uninsured/underinsured, unemployment, occupational data, etc.)

Table 2: Socioeconomic Indicators for Service Areas

		State of Texas	Cochran Co.	Hockley Co.	Lynn Co.	Terry Co.	Dawson Co.	Gaines Co.	Howard Co.	Yoakum Co.
Per Capita Income	\$38,609	\$35,908	\$33,567	\$28,608	\$30,072	\$27,409	\$27,178	\$31,339	\$36,793	
Unemployed Rate	7.6%	6.7%	6.9%	6.3%	7.0%	8.1%	6.4%	7.4%	7.7%	
% w/out Health Insurance 0-64yrs	26.3%	32.9%	27.1%	30.7%	32.1%	30.9%	37.0%	27.3%	29.7%	
Person Below Poverty Age 0-17 yrs	24.3%	34.8%	21.9%	29.3%	32.0%	31.6%	22.9%	26.1%	17.4%	
Person Below Poverty all ages	17.1%	21.5%	16.7%	19.3%	23.1%	23.6%	16.5%	18.7%	12.8%	
Medicaid Covered Birth	49.2%	57.6%	68.1%	59.8%	61.1%	62.4%	74.4%	74.7%	50.0%	
Medicaid Enrollment 6/2013	3,355,401	511	3,095	762	2,069	1,965	1,859	3,889	837	

Source: Center for Health Statistics, Texas Department of State Health Services 2009, HHSC Enrollment Statistics, 6/2013

Table 3: Health Status: Key morbidity/mortality Statistics for the Current Service Area

Demographics	State TX	Cochran Co.	Hockley Co.	Lynn Co.	Terry Co.	Dawson Co.	Gaines Co.	Howard Co.	Yoakum Co.
Death Rate all Causes (100K pop)	781.2	800.0	896.1	885.0	937.1	884.0	824.3	862.6	694.7
Cardiovasc Disease Deaths	51,199	9	60	12	54	39	40	116	19
All Cancer Deaths	35,618	8	22	10	17	26	18	61	5
Breast Cancer Deaths	2,602	2	3	1	2	6	2	2	2
Diabetes Deaths	5,170	2	7	3	5	10	3	5	1
Chronic Lower Resp Disease Deaths	8,858	3	13	3	3	9	6	30	10
Prenatal Care First Trimester %	58.6	57.6	55.5%	41.7	38.2	51.2	45.1	62.9	58.1
Fertility Rates% per 1,000	75.1	84.2	76.7	64.8	98.9	96.4	123.0	90.6	101.0
Teen Mothers% <18yrs	4.7%	8.5%	6.9%	8.3	6.7	7.6	6.5	6.8	6.7
LBW Infants	8.5%	10.2%	8.4%	8.3%	10.6	10.0	4.6	11.7	6.7
#Females needing FP services	1,123,936	185	966	298	539	507	925	1229	414

2. A description of the Priority Population including:

Prenatal and Perinatal Health

Various health status indicators demonstrate the consequences of limited access that the target population experience as a result of limited funding. For example, the rate for low birth weight babies in the SPRHS service area is higher than the state, nation and HP2020 target, as shown in **Table K**. Likewise, the onset of prenatal care in the first trimester is lower in the area than the state, nation and HP2020 target. During SPRHS' 2016 community needs assessment, representatives from the community identified early, continuous care for the prenatal population as well as addressing teen pregnancy, as high priority needs.

These needs are further impacted by the shortage of primary care/obstetrics physicians in the area. Hockley County has 3 family practice physicians who provide obstetric care. This lack of obstetric care places severe strain on the community, especially in light of its high fertility rates and causes equal pressure on SPRHS to fill the gap.

Health statistics verify a need for increased prenatal care in SPRHS counties. In 2012, there were a total of 319 Medicaid-covered births for those counties served by the Lamesa clinic (Dawson, Lynn and Terry) according to DSHS County Fact Sheets. Terry and Dawson counties, characterized by a large youthful population (27% age 18 or younger) and high poverty rate also have high fertility rates compared to the state (94.7% and 84.0% respectively, versus 76.7%). Dawson County has the highest teen pregnancy rate in the State of Texas. Among births to teens in the service area, 12% were repeat births. Levelland clinic service area counties (Cochran, Hockley, Terry and Yoakum) recorded 551 births in 2012, 344 of which were covered by Medicaid. Overall, the onset of prenatal care within the first trimester in the service area in 2011 was significantly lower at 55.21% than the state (63.7%), the nation (83.3%) and Healthy People 2020's Objective

(90.%). The percentage of low birth weight babies (9.72%) was higher than the state, nation and HP2020 target. SPRHS providers perceive a large problem with substance use issues among its prenatal population (cigarettes, alcohol, and to a lesser extent, illegal drugs). The service area's high percentage of pregnant women reporting cigarette usage and rate of low birth weight babies support providers' perceptions.

Table K - SPRHS- Prenatal and Perinatal Health Indicators					
County	Total # Births	Births to Teens (% of all births)	Fertility Rate (/1000 women)	LBW Infants - <2500 gms	Prenatal Care 1st Trim
Dawson	220	24.50%	94.7	12.70%	46.80%
Hockley	364	18.40%	78.6	8.80%	60.10%
Cochran	57	24.60%	78.4	3.50%	63.70%
Lynn	83	22.90%	67.4	8.40%	57.80%
Terry	201	28.90%	89	9.50%	45.25
Howard	505	6.9%	94.5	10.7%	67.6%
Yoakum	130	19.20%	87.8	15.40%	57.60%
Texas		4.90%	76.7	8.30%	63.70%
Source: The State of Texas Children 2009, DSHS County Health Fact Sheets					

Target Population Compared to Current Population. As an FQHC, SPRHS will expand its services to those already receiving EPHC/PHC services at its facilities. The proposed services do not differ from what is already provided on a daily basis to clients, it will just increase the availability of the services to qualifying women and increase the number of individuals who can be served under the program.. The racial/ethnic, socioeconomic and health risk factors of the additional counties are similar to those already being seen and receiving services at SPRHS.

Demographic	State of Texas	Cochran Co.	Hockley Co.	Lynn Co.	Terry Co.	Dawson Co.	Gaines Co.	Howard Co.	Yoakum Co.	Baylor Co.	Lamb Co.	Mitchell Co.
Pop/Sq Mile	94.7	4.6	24.8	6.7	13.8	15.5	10.3	37.0	9.6	7.7	14.1	10.6
Hispanic %	38.2	48.3	42.8	49.1	49.3	53.3	49.3	42.6	52.3	54.0	50.2	34.7
Anglo %	45.8	45.8	52.5	57.4	45.0	37.9	45.0	51.3	45.9	44.4	44.7	52.0
Age 15-44 yrs	44.6	37.7	39.8	39.1	39.7	42.6	40.2	39.6	37.6	36.3	37.2	45.0
Age 45-64 yrs	23.5	22.7	24.2	24.7	22.9	22.8	22.9	27.1	25.2	22.4	23.3	25.2
Age 65+ yrs	10.0	17.8	13.5	16.1	14.7	14.0	11.5	14.6	13.1	15.3	16.6	15.4
% w/out Health Insurance 0-64yrs	26.3%	32.9%	27.1%	30.7%	32.1%	30.9%	37.0%	27.3%	29.7%	36.2	29.9	30.5
Person Below Poverty all ages	17.1%	21.5%	16.7%	19.3%	23.1%	23.6%	16.5%	18.7%	12.8%	17.9	20.5	22.6
Medicaid Enrollment 6/2013	3,355,401	511	3,095	762	2,069	1,965	1,859	3,889	837	1074	2362	928
Cardiovasc Disease Deaths	51,199	9	60	12	54	39	40	116	19	13	47	26
All Cancer Deaths	35,618	8	22	10	17	26	18	61	5	8	25	20

Breast Cancer Deaths	2,602	2	3	1	2	6	2	2	2	1	3	1
Prenatal Care First Trimester %	58.6	57.6	55.5%	41.7	38.2	51.2	45.1	62.9	58.1	43.1	49.8	55.8
#Females needing FP services	1,123,936	185	966	298	539	507	925	1229	414	320	661	275

Source: Texas Department of State Health Services Health Facts Profiles 2009, DSHS Health Currents 2008

Women's Health Services Currently Being Provided. SPRHS currently provides services to the low-income and uninsured populations of Hockley, Cochran, Dawson, Lynn, Terry, Yoakum, Gaines and Howard Counties through its Federally Qualified Health Center status. Complete health care, including Women's Health, is provided at each of the medical sites. A Women's Health Nurse Practitioner (WHNP) is employed at the Levelland site and 3 other Nurse Practitioners staff the Lamesa and Big Spring clinics. All clinics perform well women examinations, Pap tests, HPV testing, pregnancy testing, and breast exams. Clients are referred for mammograms when needed. The WHNP performs all needed colposcopy services for clients. The full spectrum of health care can be obtained at any of the SPRHS clinic locations. SPRHS is currently funded through DSHS to provide Primary Health Care services as well as Family Planning services. Clients are able to obtain their exams, education and birth control medications/methods onsite. SPRHS provides all forms of birth control including IUD's and Implanon/Nexplanon devices. Current contracts with the local hospital also provide for access to sterilization procedures if desired. As an FQHC, SPRHS is also able to provide all immunizations on site.

The proposed services to be provided to HTW clients will be those already offered at SPRHS but will now be available to those who qualify for program funding. SPRHS will provide primary medical care to the designated patient population for covered diagnosis. Women will have the ability to obtain mammograms under the HTW program as they qualify and are referred. In the past many women have presented for well women exams but could not afford needed mammograms as suggested. Pap tests with follow up and colposcopy as needed will be provided and, as has been under the traditional PHC and FP programs, all current birth control methods including condoms, OCP, IUD's and Implanon type devices will be available to all who qualify and desire such services. SPRHS will also maintain its contract for tubaligation sterilization services with Covenant Levelland.

Describe the gaps in resources that exist in the proposed service area.

As previously stated, SPRHS' vast rural area is comprised of 6,980 square miles with a population density of 13 people per square mile. While rural transportation services are generally available through agencies such as West Texas Opportunities and South Plains Community Action, the problem lies in that patients must often plan on spending an entire day on seeing the doctor, due to multiple stops and scheduling, in addition to distance, even if their appointment only takes 20 or 30 minutes. However, the limited availability of primary care, especially for the uninsured and under-insured, means that many will make the sacrifice just to obtain affordable care. All SPRHS facilities are American Disability Association accessible and located on major transportation routes in their respective cities. SPRHS has a long-standing contractual relationship with SPARTAN and TRAX, which is able to provide transportation to any of our clients in exchange for health care services we provide to their employees.

Unemployment, poverty and low income are additional factors affecting access to health care services. SPRHS' clinics are the only local primary care providers that accept Medicaid AND offer sliding fee discounted services. Other local private providers however are not equipped with the full-service, "one-stop shop" capabilities of SPRHS' administrative, primary health, oral health, behavioral health, optometry and pharmacy services, as well as the community outreach provided to those needing extra assistance. SPRHS

therefore is an available entity in the proposed service area and surrounding counties which is readily able to effectively meet the needs of the low-income, uninsured, minority and underserved population. Convenient hours of service are available Monday through Friday at each clinic site. Each clinic also has several days per week where extended evening/weekend hours are available for those clients needing non-traditional appointment times. Clinicians provide twenty-four hour coverage at each of the clinic sites for those clients needing urgent and after hours service assistance. Same day appointments are available for urgent cases and walk in appointments are accepted at all locations. Patient cycle times are continually monitored to insure that clients are receiving care in a timely manner and that necessary delays are kept to a minimum. As the organization continues to expanding its electronic health record capabilities, clients can now request appointments, refill prescriptions and view laboratory results online. Patients will soon be view their medical chart as well.

To address language barriers, 70% of SPRHS staff is bilingual English/Spanish and trained in cultural sensitivity in regards to delivering services to the population. Translation services are available for those languages unavailable onsite. In an effort to reduce language and cultural barriers, SPRHS seeks to recruit high quality, culturally sensitive staff. All patient forms, letters, brochures, educational material and signage are printed in both English and Spanish.

FORM K

CLINIC SITE READINESS - INSTRUCTIONS

1. Complete the Clinic Site Readiness Form per instructions below.
2. Complete one form for every clinic site that will provide HTW support services funded through this RFP.

CLINIC SITE READINESS INFORMATION:	
Appropriate signage to identify funded entity.	Check that clinic sites have signage that identifies services provided at each site (Yes/No).
Space for clinical and administrative staff.	Check that clinic sites have adequate space to house clinical and administrative staff needed to run the clinics (Yes/No).
Locked storage for charts, records, medications and medical supplies	Check if there is locked storage at the clinic sites (Yes/No).
Proper Disposal for Medical Waste	Check if clinics have proper disposal for medical waste (Yes/No).
CLIA certification for level of tests performed.	Check if clinics have CLIA certification for the level of tests performed (Yes/No).
Handicap-accessible clinic sites that are geographically close to target population.	Check if clinic sites are accessible for persons with disabilities, and are located close to target population (Yes/No).
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait.	Check if respondent operates facilities with clean exam rooms, space for client intake and client waiting area (Yes/No).
Appropriate emergency policies/procedures and supplies as applicable?	Check if clinic sites have appropriate emergency policies/procedures and supplies necessary to provide services to the extent applicable for the setting and training, experience and competence of clinic staff. (Yes/No).
Appropriate use of interpreter and language translation services (including resources for both).	Check if there are resources for interpreter and language translation services, and if services are used appropriately (Yes/No).
Compliance with ADA requirements	Check if clinic sites are ADA compliant (Yes/No).
Financial management systems including secure data storage	Check if clinic sites have financial management systems including secure data storage. (Yes/No).

FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

Legal Business Name**of Respondent:**

South Plains Rural Health Services, Inc. Levelland

Clinic Site # 1 of 3

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

**Legal Business Name
of Respondent:**

South Plains Rural Health Services, Inc. Lamesa Medical Clinic

Clinic Site # 2 of _3

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

**Legal Business Name
of Respondent:** South Plains Rural Health Services, Inc. Howard County Community Health Center

Clinic Site # 3 of ____3____

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of Respondent: South Plains Rural Health Services, Inc. Levelland Clinic

Clinic Site # 1 of ___3___

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

All information must be accurate.*

Clinic Name:	South Plains Rural Health Services, Inc.		
Street Address:	1000 FM 300	Suite :	
City:	Levelland	County:	Hockley Zip Code: 79336 HSR: 1
Clinic APPOINTMENT Phone #: 806-894-7842			
Clinic PRIMARY Phone #: 806-894-7842		Fax: 806-894-3378	
Service Area (counties to be served): Hockley, Lubbock, Lamb, Terry, Bailey, Cochran, Hale, Lynn, Yoakum			
Contact Person: Judy Madura, MD CEO			
Pharmacy License #:		12555	Class: A
TPI#:		121513902	NPI#:
1295746402			
Submission date of Medicaid Application:			
Subcontractor Site:		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Mobile Site:		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	8:00	12:00	1:00	5:00		
TUESDAY	8:00	12:00	1:00	5:00	5:01	7:00
WEDNESDAY	8:00	12:00	1:00	5:00		
THURSDAY	8:00	12:00	1:00	5:00		
FRIDAY	8:00	12:00	1:00	5:00		
SATURDAY	Closed					
SUNDAY	Closed					
TOTAL HRS/MONTH	160					

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of Respondent: South Plains Rural Health Services, Inc. Lamesa Primary Care

Clinic Site # 2 of 3 _____

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

All information must be accurate.*

Clinic Name:	Lamesa Primary Care		
Street Address:	1502 N. Ave K	Suite :	
City:	Lamesa	County:	Dawson Zip Code: 79331 HSR: 9
Clinic APPOINTMENT Phone #: 806-872-3069			
Clinic PRIMARY Phone #: 806-872-3069		Fax: 806-872-2952	
Service Area <i>(counties to be served):</i> Dawson, Garza, Gaines, Borden, Lynn, Midland, Terry			
Contact Person: Judy Madura, MD CEO			
Pharmacy License #: 27031		Class: D	
TPI#: 019049801		NPI#: 1376656207	
Submission date of Medicaid Application:			
Subcontractor Site: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Mobile Site: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	8:00	12:00	1:00	5:00		
TUESDAY	8:00	12:00	1:00	5:00	5:01	6:00
WEDNESDAY	8:00	12:00	1:00	5:00	5:01	6:00
THURSDAY	8:00	12:00	1:00	5:00		
FRIDAY	8:00	12:00	1:00	5:00		
SATURDAY	Closed					
SUNDAY	Closed					
TOTAL	163					

HRS/MONTH		

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES INSTRUCTIONS

Complete a separate clinic form for each clinic site that will provide HTW services funded through this RFP.

Each clinic form must contain current and accurate information.

HEADER INFORMATION:	
Legal Name of Respondent	Respondent's legal name.
Clinic Site # ____ of ____	Example: Clinic Site #1 of 5 for the first clinic site out of five clinic sites, Clinic Site #2 of 5 for the second clinic site of five, etc.
CLINIC SITE INFORMATION:	
Clinic Name	State the name of the clinic.
Street Address	Physical address of clinic. (Do Not Enter a P.O. Box)
Suite	Indicate clinic suite number, if applicable.
City/County/Zip Code	City, county and zip code of clinic.
HSR	Health Service Region where clinic is located.
Clinic APPOINTMENT Phone #	Phone number to make an appointment at clinic.
Clinic PRIMARY Phone #	Primary phone number for the clinic site.
Fax	Fax number for the clinic.
Service Area	List counties served by the identified clinic site, NOT all counties served by the whole project. For a county to be considered part of a clinic's designated service area: (1) There must be a clinic located in the county; or (2) Five percent of the clinic population served in the previous 12 month period must have resided in the county. NOTE: Total counties served by all clinics must match the counties marked by respondent on Form B: Texas Counties and Regions.
Contact Person	Name of contact person for that clinic site.
Pharmacy License #	Current pharmacy license number for the clinic.
Class	Indicate class of pharmacy license (e.g., class D, A, etc.)
TPI#	Texas Provider Identifier # for the clinic, or date application submitted. Enter the TPI# that the clinic will use to bill TMHP for HTW services. The TPI# for each clinic site must be unique.
NPI#	National Provider Identifier # for the clinic, or date application submitted.
Subcontractor Site	Indicate whether or not the clinic site is a subcontractor site.
Mobile Site	Indicate whether or not the clinic site is a mobile site.
CLINIC HOURS AND SERVICES:	
Hours of Operation	List the operating hours of the clinic site for each day of the week by morning (e.g., 8am – 12pm), afternoon (12pm – 5pm), and evening hours (after 5pm). Indicate days of the week when the clinic is closed (e.g., Tuesday – closed).
Total Hours/Month	List the total number of hours of operation per month for the clinic site.

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of Respondent: South Plains Rural Health Services, Inc.

Clinic Site # 3 of 3

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

All information must be accurate.*

Clinic Name:	Howard County Community Health Center		
Street Address:	1300 S. Gregg Street	Suite :	
City:	Big Spring	County:	Howard Zip Code: 79720 HSR: 9
Clinic APPOINTMENT Phone #: 432-517-4557			
Clinic PRIMARY Phone #: 432-517-4557		Fax: 432-517-4566	
Service Area (counties to be served): Howard, Andrews, Ector, Gaines, Glasscock, Martin, Midland, Mitchell, Sterling, Scurry, Borden			
Contact Person: Judy Madura, MD CEO			
Pharmacy License #:	Class: D		
TPI#:	281971602 NPI#: 1609171149		
Submission date of Medicaid Application:			
Subcontractor Site: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Mobile Site: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	8:00	12:00	1:00	5:00	5:01	6:00
TUESDAY	8:00	12:00	1:00	5:00	5:01	6:00
WEDNESDAY	8:00	12:00	1:00	5:00	5:01	6:00
THURSDAY	8:00	12:00	1:00	5:00	5:01	6:00
FRIDAY	8:00	12:00	1:00	5:00	5:01	6:00
SATURDAY	Closed					
SUNDAY	Closed					
TOTAL HRS/MONTH	200					

FORM L: STAFF DEVELOPMENT PLAN

**Legal Business Name
of Respondent:** South Plains Rural Health Services, Inc.

All respondents must conduct staff development activities to ensure staff has the knowledge, skills, and abilities to provide HTW services. The Staff Development Plan must be comprehensive, address all the topics indicated below, and be numbered as indicated.

Staff Development Plan must not exceed five (5) pages.

1. Identify personnel responsible for coordinating staff development activities. Include job titles and qualifications for each person identified.

Training for SPRHS staff will be divided according to area of specialty and training. Billing and clerical staff will receive training by the Director of Clinical Operations, the Chief Financial Officer and the Screening/Enrollment Coordinator. Screening and billing staff receive ongoing training monthly following quality assurance audits on the appropriate methods of patient screening and eligibility determination. Audits are done on a monthly basis for program compliance and appropriate client program assignment. When new programs are added, staff are trained on the accepted policies and procedures by the Chief Financial Officer and the Screening/Enrollment Coordinator. The Director of Operations is responsible for the day to day functioning of the screeners and for monitoring compliance with enrollment guidelines. Staff are trained annually in August of each year on new/changing DSHS programs and then again in December of each year a follow up is completed. Staff are able to attend any regional trainings offered by DSHS on billing, screening, or financial issues.

The medical provider staff receive training from the Director of Clinical Operations as well as the Medical Director on DSHS program components and patient eligibility. Staff are trained on eligibility requirements and covered services and instructed on the referral process for each non-covered service in the program. Instruction occurs in August of each year and then again in December. Quality assurance measures are added to the Performance Improvement program as necessary to meet DSHS outcome measures and these are reported on bi-monthly at QA/QI meetings which the medical providers attend. Corrective plans of action are developed as necessary to achieve goals and outcomes. The Director of Operations will be responsible for arranging LARC training for all providers not currently certified to insert the devices. Medical staff are able to attend DSHS clinical trainings as offered.

All staff receive training in a group setting 4 times annually to inform and update them on grant participation, desired outcomes/goals, required DSHS trainings and program updates on how it relates to their position in the organization. The Director of Clinical Operations sets the agenda for the trainings and then the appropriate personnel or training material are used to instruct staff. The Regulatory Compliance/Performance Improvement Coordinator informs all staff of compliance status during these trainings and assigns corrective action plans to the responsible individuals

2. Identify specific training that will be used for eligibility and billing staff.

SPRHS already participates in the Family Planning, Primary Health Care and Expanded Primary Health Care DSHS programs. Once final DSHS HTW program requirements are received by SPRHS administration, staff will instruct billing and eligibility staff on any changes in the HTW program requirements through a group training process. This training will include all billing and screening staff from all 3 clinic sites. The Screening/Eligibility Coordinator will monitor client charts for accuracy monthly and coordinate with the finance department to ensure correct submission of client data for billing. Finance will monitor for claims rejection and accuracy of client information collected at time of program enrollment. Staff from each site will also be offered any regional DSHS trainings that are made available for B/E staff.

3. Describe how training needs assessments are conducted. Specify how the assessment is used to generate a staff development plan. Specify how training activities for staff are tied to quality management review findings.

SPRHS uses an annual staff learning needs assessment survey to help determine desired staff training and learning needs. This is conducted electronically and all staff are required to respond, though responses are anonymous. SPRHS uses Survey Monkey to distribute its survey and to tabulate the data. This survey is also used as part of the Strategic Plan for the organization in developing programs to meet staff training and satisfaction needs. A list of possible trainings is offered for each department/area of specialization and staff are also able to suggest trainings based on their own individual needs. The results are used to generate a staff training plan to be conducted throughout the year. Trainings appropriate for all staff are delivered at quarterly staff training days and those that are department specific are delivered at monthly staff meetings. Training needs are also derived from performance improvement findings. Areas that are low in compliance or have difficulty in achieving compliance are targeted for staff instruction and corrective action plan training for all staff involved. The PI program is monitored monthly and any deficiencies with a request for staff training are noted and assigned to the department manager who must sign off on acknowledgement and determine the follow up plan. The corrective action plans and trainings are then reported on at the next PI meeting to all staff.

4. Describe procedures and documentation for staff annual performance review. Specify how the staff development plan incorporates review outcomes to further develop knowledge, skills and abilities to provide HTW services.

Performance and competency evaluations are done on an annual basis by each department supervisor and these form the basis for any promotions or financial raises in pay. Compensation is set by local prevailing rates and adjusted for experience and training. All personnel records are considered confidential and are kept locked in the Human Resource Specialists office. Any material that is completed in regards to clinical privileging and credentialing is kept separate in the Credentialing Coordinators office. Termination of employees follows established policy and procedure including a process of coaching, verbal warnings, written warnings and finally termination. There are corrective plans of actions that can be put into place after each episode of misconduct which assist the employee in corrective action and the managers in developing more productive employees. Deficiencies in job performance due to lack of training are noted and serve as a method to further determine staff training needs and program updates/instructions that must be conducted in an expedited time frame to correct other deficiencies that may be occurring.

Employee orientation is a detailed process that each person, regardless of their level within the organization, goes through. Each new employee receives a day long orientation to the general

organization and completes training modules on items such as Joint Commission compliance, Rider 27 training, current HRSA/DSHS grant participations and requirements, MSDS/OSHA training and SPRHS policy and procedure orientation. Once in their respective departments each individual is matched with another employee for continued orientation and training and receives several weeks of this type of training before being allowed to work on their own. Skills checklists and delineations of privileges forms are completed at the time of orientation and then at the end of their 90 probationary period. All employees receive in-service training and professional development on a quarterly basis through the organization. These trainings are determined by regulatory requirements as well as desired staff training requests. Day long in-service trainings are provided onsite for all employees through internal or external educators brought in for the purpose. Each Licensed Independent Practitioner or Licensed Care Provider is responsible for the state/federal requirements for continuing education to maintain licensure. Proof of this must be provided on an annual basis to the Credentialing Coordinator.

South Plains Rural Health Services has a full time Credentialing Coordinator who ensures that all Licensed Independent Practitioners and Licensed Service Providers are current on their licenses, certifications and continuing education. Each licensed personnel's chart is completed in a monitored time frame after employment is commenced and once the file is completed it is reviewed by the Peer Review Committee with a decision for full clinical privileges sought. These decisions are then brought before the Board of Directors for SPRHS for approval. All files are reviewed annually for maintenance of licensure with a re-credentialing of each licensed personnel every two years.

FORM L-1: STAFF DEVELOPMENT TRAINING CALENDAR

**Legal Business Name
of Respondent:** South Plains Rural Health Services, Inc.

Respondent must complete the calendar below listing all staff orientation, training, and in-service activities for July 1, 2016 through August 31, 2017, including training for volunteers, if applicable.

Respondent's staff development calendar must include:

1. Training twice annually on current long-acting reversible contraceptive (LARC) practice guidelines.
2. At least one training for front line staff on HTW Program objectives, program eligibility, and services offered to ensure clear communication to clients on Women's Health Services and Family Planning Services offered through the HTW Program.
3. Training twice annually to staff on HTW eligibility screening and application procedures.

This form is provided as guidance. The respondent may use their own form but the information below must be included in respondent's form. Label Form L-1.

Date	Topic / Activity	Presenter	Location (select one)	
			Within Agency	Outside Training
June/July 2016	HTW program objectives, eligibility, and services	Tasha Castaneda, Judy Madura, MD		
July 2016	HTW program screening, eligibility and application procedures	Tasha Castaneda Tara Haskell, Amber McLean	Yes	
December 2016	HTW program screening, eligibility and application procedures	Tasha Castaneda Tara Haskell, Amber McLean	Yes	
August 2016	LARC Practice Guidelines	Michelle Howell, WHNP	Yes	
March 2017	LARC Practice Guidelines	Michelle Howell, WHNP	Yes	
TBD	Regional DSHS Trainings on HTW	As available.		Yes
August 2016	DSHS Trainings on IPV, Child Abuse, Human Trafficking	Bea Garza / Video	Yes	

FORM M: COMMUNITY EDUCATION/PROGRAM PROMOTION PLAN

Legal Business Name

of Respondent: South Plains Rural Health Services, Inc.

Respondent **must** develop and implement an annual plan to provide community education and program promotion to:

- Inform the public of its purpose and services;
- Enhance community understanding of its objectives;
- Disseminate basic Women's Health Services and Family Planning Services education including the benefits of LARC;
- Enlist community support; and
- Recruit potential clients for the HTW Program.

The plan must be based on the assessment of the needs of the community required in Section 2.2 of the RFP.

The Community Education/Program Promotion Plan must:

1. Describe respondent's HTW Program promotion/education/Outreach plan for the contract period July 1, 2016 through August 31, 2017.

South Plains Rural Health conducted a Community Needs Assessment in March/April of 2016 and received responses from nearly 200 individuals from its survey. The results are being used to develop the Outreach plan for the organization for the next year, targeting individuals who would qualify for SPRHS services. The plan assessed the needs of clients by "life cycle" and the needs determined for females of reproductive age include the following:

2. Describe respondent's community education/HTW Program promotion collaborative efforts carried out in conjunction with other health care providers or social service agencies in the proposed service area. Respondent must include a description of the Outreach plan that details media releases and Outreach strategies for marketing the respondent to the community.

Over the past 30 years SPRHS has had the opportunity to develop formal and informal collaborations and coordination of services with other health care providers in the area for the Levelland, Lamesa, and Big Spring sites.

List of Current Collaborations

SPRHS assures a seamless continuum of care and access to appropriate specialty care for the target population by coordinating and integrating project activities and collaborating with the following entities:

- Medical Arts Hospital in Lamesa for labs, admission, and radiology services
- Covenant Hospital Levelland for admission, labs, radiology services and FP surgeries
- SPRHS refers patients to WIC site locations within each of its community;
- South Plains Community Action's Housing Program for housing and utility needs
- County health departments in Dawson county provides family planning services and immunizations;

- State mental health services in Dawson and Hockley provide services only to their priority populations (persons diagnosed with schizophrenia, bipolar or major depression), but funding and services have been severely reduced recently;
- Hockley County Indigent Health Care and Public Assistance (IHCPA) refers patients who do not qualify for medical assistance and who cannot afford standard medical provider fees;
- Technicare and Special Service Laboratory provide dental lab services on a sliding fee scale basis to SPRHS dental patients;
- SPRHS contracts with Jones-McCall to fill prescriptions for Lamesa;
- SPRHS collaborates with area, small community hospitals and nursing homes to provide health fairs;
- SPRHS collaborates with area schools during drug awareness week, for example Cactus ISD in Hockley County where SPRHS donated supplies and props; Flu and Immunization clinics
- Hockley County Jail / Terry County Jail for prisoner care
- South Plains Public Health District patients for primary and OB care.
- Lubbock Rape Crisis Center – Rural Outreach Initiative. SPRHS has been designated as the western county facility that will conduct exams for those involved in domestic violence or sexual assaults. SPRHS will provide a Sexual Assault Nurse Examiners (SANE) for this collaboration. SPRHS has one of the only CHC based SANE programs in Texas.

Additional Collaboration for the Howard County Community Health Center include:

- Scenic Mountain Medical Center for inpatient medical management and radiology services.
- Howard County Welfare and Indigent Healthcare Program – for the provision of medical and pharmacy services.
- Dr. Byerly and Dr. Ledford for the provision of OB services to HCCHC clients.
- WIC site locations in the community;
- Big Spring Housing Authority
- County health departments in Howard and Mitchell Counties providing family planning services and immunizations;
- State mental health services in Big Spring
- Permian Basin Regional Council on Alcohol and Drug Abuse
- Salvation Army
- Texas Department of State Health Services
- Texas Workforce Commission
- Victim Services
- West Texas Centers for MHMR
- Technicare and Special Service Laboratory provide dental lab services on a sliding fee scale basis to SPRHS dental patients;
- HCCHC will collaborate with area schools, small community hospitals and nursing homes to provide health fairs; Flu and Immunization clinics
- West Texas Opportunities and TRAX for transportation.
- Victim Services of Big Spring has requested to use the services of the SPRHS' behavioral health counselor in Lamesa and Big Spring for the needs of its clients.

South Plains Rural Health also participates in many local coalitions including the South Plains Rural Coalition which has over 50 members and meets quarterly to exchange material and provide information about available services to other agencies serving the same population of clients.

**Form M-1: Community Education/Program Promotion Calendar July 1, 2016 – 8 31,
2017**
South Plains Rural Health Services, Inc.

Date	Topic / Activity	Presenter	Location	
Ongoing	Billboard Activity with available FP services		In Lubbock, Terry, Hockley, Lamb counties presently	
Ongoing Monthly	KLVT Radio advertisement of all services		Radio	
July 2016	Newspaper advertisements – HTW available services / LARC availability	Newspaper	Lamesa, Levelland, Big Spring	
September 2016	HTW / FP / PHC program Information booth	Jeff Malpiede – Outreach	South Plains College	
October 2016	HTW / FP / PHC program Information booth	Jeff Malpiede – Outreach	Howard College	
Fall 2016	Medical Arts Hospital Health Fair – information booth	Eva Robson, Jeff Malpiede	Lamesa Medical Arts Hospital	
Fall 2016	Big Spring Chamber Women's Health Expo	Eva Robson, Reyna Valenzuela	Big Spring Chamber of Commerce	
March 2017	Community Diabetes Day	Eva Robson, Karen Burke	Lamesa	
March 2017	Tobacco Awareness Day – information booth	Jeff Malpiede	Levelland SPRHS	
February 2017	Heart health Day – free screenings	Clinic Managers all sites	Lamesa, Big Spring, Levelland Clinics	
May 2017	Free Pap Screening Day	Clinic Managers	Lamesa, Big Spring, Levelland Clinics	

APPENDICES

Appendix A: HHSC Healthy Texas Women Program Reimbursable Procedure Codes

Core Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
Anesthesia for sterilization	00851	
Surgery - Integumentary system		
	11976	150.00
	11981	103.45
	11982	117.08
	11983	163.06
Surgery - Female genital system		
	57170	22.05
	58300	69.00
	58301	76.72
	58340	88.75
	58565	442.57
	58600	292.70
	58611	61.75
	58615	195.67
	58670	282.81
	58671	283.08
Radiology - Diagnostic imaging		
	73060	28.06
	74000	20.80
	74010	32.39
	74740	66.83
Radiology - Diagnostic ultrasound		
	76830	96.28
	76856	96.28
	76857	50.79
	76881	96.28
	76882	30.35
	76998	137.65
Pathology & Lab - Organ or disease oriented panels		
	80061	18.83
Pathology & Lab - Drug testing		
	80300	12.36
	80301	12.36
Pathology & Lab - Urinalysis		
	81000	4.45
	81001	4.45
	81002	3.60
	81003	3.16
	81005	3.05

	81015	4.28
	81025	8.90

Core Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
Pathology & Lab - Chemistry		
	82947	5.52
	82948	4.45
	84443	23.63
	84702	2.29
	84703	10.57
Pathology & Lab - Hematology and coagulation		
	85013	3.34
	85014	3.34
	85018	3.34
	85025	10.93
	85027	9.10
Pathology & Lab - Immunology		
	86318	18.21
	86580	
	86592	6.00
	86689	27.22
	86695	18.55
	86696	27.22
	86701	12.49
	86702	14.85
	86703	19.28
	86762	20.23
	86803	20.07
Pathology & Lab - Transfusion medicine		
	86900	4.20
	86901	4.20
Pathology & Lab - Microbiology		
	87070	12.11
	87086	11.36
	87088	11.39
	87102	11.81
	87110	27.55
	87205	6.00
	87210	6.00
	87220	6.00
	87252	36.66
	87389	33.86
	87480	28.20
	87490	28.20
	87491	49.35

	87510	28.20
	87535	49.35
	87590	28.20
	87591	49.35
	87624	47.87

Core Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
	87625	49.47
	87660	28.20
	87797	28.20
	87800	56.41
	87801	98.70
	87810	16.86
	87850	16.86
Pathology & Lab - Cytopathology		
	88150	14.86
	88164	14.86
	88175	37.25
Medicine - Immunization administration		
	90460	8.00
	90471	7.84
Medicine - Vaccines/toxoids		
	90649	158.07
	90650	138.14
	90651	175.03
Medicine - Hydration, diagnostic injections/infusions, chemo		
	96372	18.98
Medical nutrition therapy		
	97802	26.73
	97803	22.99
	97804	12.03
Medicine - Special services, procedures, and reports		
	99000	9.30
	99078	29.40
Behavioral change interventions, individual		
	99406	11.18
	99407	21.82
HCPCS A Codes - Supplies		
	A4261	50.84
	A4264	1560.00
	A4266	34.11
	A4267	0.54
	A4268	2.83
	A4269	12.26
	A9150	14.00

HCPCS H Codes - Rehabilitative services		
	H1010	12.30

Core Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
HCPCS J Codes - Drugs other than oral		
	J0696	0.68
	J1050	64.98
	J3490	5.01
	J7297	671.25
	J7298	826.72
	J7300	753.78
	J7301	663.32
	J7303	93.53
	J7304	37.48
	J7307	672.61
HCPCS S Codes - Private payer codes		
	S4993	19.42
	S5000	5.90
Office or Other Outpatient Services		
	99201	26.04
	99202	41.09
	99203	55.52
	99204	81.24
	99205	101.00
	99211	13.49
	99212	22.59
	99213	33.95
	99214	47.68
	99215	73.40
Evaluation and Management		
	99241	39.66
	99242	62.10
	99243	80.23
	99244	112.50
Preventive Medicine		
	99384	93.40
	99385	78.85
	99386	92.22
	99394	85.93
	99395	68.43
	99396	74.84

Related Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates

Breast Cancer Screening and Diagnostics		
Anesthesia		
	00400	
Surgery - General		
	10022	90.21
Surgery - Integumentary system		
	19000	84.47
	19081	508.95
	19082	411.12
	19083	505.47
	19084	405.50
	19100	112.80
	19101	254.74
	19120	370.75
	19125	364.03
	19126	122.96
	19281	183.37
	19282	352.31
	19283	208.23
	19284	152.63
	19285	352.31
	19286	295.37
Radiology - Diagnostic imaging		
	71010	22.05
	71020	28.74
	76098	17.04
Radiology - Diagnostic ultrasound		
	76641	91.69
	76642	84.20
	76942	163.86
Radiology - Breast mammography		
	77051	8.02
	77052	8.02
	77053	54.80
	77055	70.03
	77056	90.09
	77057	64.15
	77058	495.58
	77059	491.84
Pathology & Lab - Organ or disease oriented panels		
	80048	11.89
	80053	14.85
Pathology & Lab - Hematology and coagulation		
	85730	8.44
Pathology & Lab - Surgical pathology		
	88305	54.53

Related Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
	88307	229.35
Medicine - Cardiovascular		
	93000	12.83
Cervical Cancer Screening and Diagnostics		
Anesthesia		
	00940	18.42
Surgery - Female genital system		
	57452	67.37
	57454	100.65
	57455	82.10
	57456	76.65
	57460	120.83
	57461	139.93
	57500	55.10
	57505	66.55
	57520	199.66
	57522	178.11
	58110	30.82
Radiology - Diagnostic imaging		
	71010	18.71
	71020	24.32
Pathology & Lab - Organ or disease oriented panels		
	80048	11.89
	80053	14.85
Pathology & Lab - Hematology and coagulation		
	85730	8.44
Pathology & Lab - Cytopathology		
	88141	24.06
	88142	28.49
	88143	28.49
	88173	
	88174	30.05
Pathology & Lab - Surgical pathology		
	88305	54.53
	88307	229.35
Medicine - Cardiovascular		
	93000	12.83
Medicine - Psychiatry		
	90791	113.91
	90792	113.91
Problem-Focused Gynecological Services		
Surgery - Female genital system		
	56405	78.28

	56420	66.56
	56501	81.53
	56515	142.21

Related Services

Procedure Grouping	Procedure Codes	Reimbursement Rates
	56605	43.84
	56606	21.65
	56820	61.48
	57023	225.07
	57061	69.50
	57100	47.58
	57421	89.01
	57511	94.63
	58100	63.35

Other Services

Procedure Grouping	Procedure Codes	Reimbursement Rates
Laboratory Services		
Radiology - Diagnostic ultrasound		
	76700	96.28
	76705	96.28
	76770	96.28
Pathology & Lab - Organ or disease oriented panels		
	80050	42.09
	80051	9.87
	80053	14.85
	80069	12.21
	80074	66.99
	80076	11.48
Pathology & Lab - Chemistry		
	82270	4.58
	82465	6.12
	82950	6.68
	83020	18.10
	83021	25.40
	83036	13.65
	84450	6.55
	84460	6.71
	84478	8.08
	84479	8.19
Pathology & Lab - Hematology and coagulation		
	85007	4.48
	85610	4.98
	85660	7.75

	85730	7.60
Pathology & Lab - Immunology		
	86631	10.35
	86677	10.35
	86704	16.95
	86706	15.11
	86780	12.30
Pathology & Lab - Transfusion medicine		
	86885	8.05
Pathology & Lab - Microbiology		
	87270	16.86
	87512	35.91
	87529	49.35
	87530	39.90
	87661	49.35
Pathology & Lab - Cytopathology		
	88155	8.42
	88160	50.25
	88161	45.44
	88165	14.86
	88167	14.86
	88172	42.50
Pathology & Lab - Pulmonary		
	94760	2.41
HCPCS J Codes - Drugs other than oral		
	J0558	3.94
	J0561	4.96
	J0690	0.68
	J2010	7.17

Immunizations and Vaccinations		
Procedure Groupings	Procedure Codes	Reimbursement Rates
Medicine - Immunization administration		
	90460	8.00
	90471	7.84
	90472	7.84
Medicine - Vaccines/toxoids		
	90632	45.54
	90633	30.73
	90636	99.08
	90654	17.82
	90656	13.28
	90660	22.10
	90670	145.05
	90673	35.04

	90703	35.54
	90707	63.94
	90710	180.40
	90714	19.32
	90715	32.46
	90716	113.28
	90732	73.34
	90733	132.15
	90734	121.15
	90736	196.04
	90743	22.82
	90744	22.82
	90746	56.25

Appendix B: HHSC Uniform Terms and Conditions Version 2.12

HHSC Uniform Terms and Conditions Version 2.12

Published and Effective: November 30, 2015

Responsible Office: Chief Counsel



Health and Human Services Commission

HHSC Uniform Terms and Conditions - Grant

Version 2.12

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.01 Definitions

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“Amendment” means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters, as herein defined.

“Attachment” means documents, terms, conditions, or additional information physically added to this Contract following the Signature Document or included by reference, as if physically, within the body of this Contract.

“Contract” means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference herein for all purposes if issued.

“Deliverable” means a work product prepared, developed, or procured by Grantee as part of the Services under the Contract for the use or benefit of the System Agency or the State of Texas.

“Effective Date” means the date agreed to by the Parties as the date on which the Contract takes effect.

“System Agency” means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: the Department of Aging and Disability Services, the Department of Assistive and Rehabilitative Services, the Department of Family and Protective Services, and the Department of State Health Services.

“Federal Fiscal Year” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

“GAAP” means Generally Accepted Accounting Principles.

“GASB” means the Governmental Accounting Standards Board.

“Grantee” means the Party receiving funds under this Contract, if any.

“Health and Human Services Commission” or “HHSC” means the administrative agency established under Chapter 531, Texas Government Code or its designee.

“HUB” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“Intellectual Property” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information.

“Mentor Protégé” means the Comptroller of Public Accounts’ leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>.

“Parties” means the System Agency and Grantee, collectively.

“Party” means either the System Agency or Grantee, individually.

“Program” means the statutorily authorized activities of the System Agency under which this Contract has been awarded.

“Project” means specific activities of the Grantee that are supported by funds provided under this Contract.

“Public Information Act” or “PIA” means Chapter 552 of the Texas Government Code.

“Statement of Work” means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.

“Signature Document” means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

“Solicitation” means the document issued by the System Agency under which applications for Program funds were requested, which is incorporated herein by reference for all purposes in its entirety, including all Amendments and Attachments.

“Solicitation Response” means Grantee’s full and complete response to the Solicitation, which is incorporated herein by reference for all purposes in its entirety, including any Attachments and addenda.

“State Fiscal Year” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“State of Texas Textravel” means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“Technical Guidance Letter” or “TGL” means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.

1.02 Interpretive Provisions

a. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.

b. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.

c. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to

any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

d. Any references to “sections,” “appendices,” or “attachments” are references to sections, appendices, or attachments of the Contract.

e. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.

f. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.

g. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.

h. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.

i. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase “in its sole discretion.”

j. Time is of the essence in this Contract.

ARTICLE II PAYMENT METHODS AND RESTRICTIONS

2.01 Payment Methods

Except as otherwise provided by the provisions of the Contract, the payment method will be one or more of the following:

a. cost reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;

b. unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or

c. advance payment. This payment method is based on disbursal of the minimum necessary funds to carry out the Program or Project where the Grantee has implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law and at the sole discretion of the System Agency.

Grantees shall bill the System Agency in accordance with the Contract. Unless otherwise specified in the Contract, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.02 Final Billing Submission

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following the end of the term of the Contract. Reimbursement or payment requests received in the System Agency's offices more than forty-five (45) calendar days following the termination of the Contract may not be paid.

2.03 Financial Status Reports (FSRs)

Except as otherwise provided in these General Provisions or in the terms of any Program Attachment(s) that is incorporated into the Contract, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter of the Program Attachment term for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

2.04 Debt to State and Corporate Status

Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Grantee if Grantee is indebted to the State for any reason, including a tax delinquency. Grantee, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq.). If tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Grantee's delinquent tax is paid in full.

2.05 Application of Payment Due

Grantee agrees that any payments due under this Contract will be applied towards any debt of Grantee, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

2.06 Use of Funds

Grantee shall expend funds provided under this Contract only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

2.07 Use for Match Prohibited

Grantee shall not use funds provided under this Contract for matching purposes in securing other funding without the written approval of the System Agency.

2.08 Program Income

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, Grantee shall use the addition alternative, as provided in UGMS § _____.25(g)(2), for the use of Project income to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report this income in accordance with the Contract, applicable law, and the Contractor's Financial Procedures Manual located at <http://www.dshs.state.tx.us/contracts/cfpm.shtm>. Grantee shall expend Program Income during the Program Attachment term and may not carry forward to any succeeding term. Grantee shall refund program income not expended in the term in which it is earned to the System Agency.

The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using it for the purposes and under the conditions specified in this Contract.

2.09 Nonsupplanting

Grantee shall not use funds from this Contract to replace or substitute for existing funding from other but shall use funds from this Contract to supplement existing state or local funds currently available. Grantee shall make a good faith effort to maintain its current level of support. Grantee may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

ARTICLE III. STATE AND FEDERAL FUNDING

3.01 Funding

This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, the System Agency may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the System Agency, if sufficient and adequate funds are not available. Grantee will have no right of action against the System Agency if the System Agency cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, the System Agency will not be required to give notice and will not be liable for any damages or losses caused or associated with such termination or cancellation.

3.02 No debt Against the State

The Contract will not be construed as creating any debt by or on behalf of the State of Texas.

3.03 Debt to State

If a payment law prohibits the Texas Comptroller of Public Accounts from making a payment, the Grantee acknowledges the System Agency's payments under the Contract will be applied toward eliminating the debt or delinquency. This requirement specifically applies to any debt or delinquency, regardless of when it arises.

3.04 Recapture of Funds

The System Agency may withhold all or part of any payments to Grantee to offset overpayments made to the Grantee. Overpayments as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Grantee understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs will be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

ARTICLE IV ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.01 Allowable Costs.

System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. The System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If the System Agency has paid funds to Grantee for unallowable or ineligible costs, the System Agency will notify Grantee in writing, and Grantee shall return the funds to the System Agency within thirty (30) calendar days of the date of this written notice. The System Agency may withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to the System Agency, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	2 CFR, Part 225	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR, Part 220	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR, Part 230	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

	state awarding agency		
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A chart of applicable Federal awarding agency common rules is located through a web link on the System Agency website at <http://www.dshs.state.tx.us/contracts/links.shtm>. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.02 Independent Single or Program-Specific Audit

If Grantee, within Grantee's fiscal year, expends a total amount of at least **SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000)** in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a total amount of at least \$500,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Grantee to complete the Single Audit Status Registration Form. If Grantee fails to complete the Single Audit Status Form within thirty (30) calendar days after notification by OIG to do so, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS, which is accessible through a web link on the System Agency website at <http://www.dshs.state.tx.us/contracts/links.shtm>. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS

4.03 Submission of Audit

Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Grantee shall submit one copy to the Department's Contract Oversight and Support Section, and one copy to the OIG, at the following addresses:

Department of State Health Services
Contract Oversight and Support, Mail Code 1326
P.O. Box 149347

Austin, Texas 78714-9347
Health and Human Services Commission
Office of Inspector General
Compliance/Audit, Mail Code 1326
P.O. Box 85200
Austin, Texas 78708-5200

Electronic submission to the System Agency should be addressed as follows:
COSContractAdministration@dshs.state.tx.us

Electronic submission to HHSC should be addressed as follows:
Dani.fielding@hhsc.state.tx.us

If Grantee fails to submit the audit report as required by the Independent Single or Program Specific Audit section within thirty (30) calendar days of receipt by Grantee of an audit report, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract.

ARTICLE V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.01 General Affirmations

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the General Affirmations have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.02 Federal Assurances

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.03 Federal Certifications

Grantee further certifies, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, that the Federal Certifications have been reviewed, and that Grantee is in compliance with each of the requirements reflected therein. **In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract.**

ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY

6.01 Ownership

The System Agency will own, and Grantee hereby assigns to the System Agency, all right, title, and interest in all Deliverables.

6.02 Intellectual Property

- a. The System Agency and Grantee will retain ownership, all rights, title, and interest in and to, their respective pre-existing Intellectual Property. A license to either Party's pre-existing Intellectual Property must be agreed to under this or another contract.
- b. Grantee grants to the System Agency and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any Intellectual Property invented or created by Grantee, Grantee's contractor, or a subcontractor in the performance of the Project. Grantee will require its contractors to grant such a license under its contracts.
- c. As used herein, "Intellectual Property" shall mean: inventions and business processes, whether or not patentable; works of authorship; trade secrets; trademarks; service marks; industrial designs; and other intellectual property incorporated in any Deliverable and first created or developed by Grantee, Grantee's contractor or a subcontractor in performing the Project.

ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE

7.01 Books and Records

Grantee will keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Grantee will maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

7.02 Access to records, books, and documents

In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors will permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that will have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that will have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee will produce original documents related to this Contract. The System Agency and any duly authorized authority will have the right to audit billings both before and after payment, and

all documentation that substantiates the billings. Grantee will include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.03 Response/compliance with audit or inspection findings

- a. Grantee must act to ensure its and its Subcontractor's compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the goods or services provided hereunder. Any such correction will be at Grantee or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance will be solely the decision of the System Agency.
- b. As part of the Services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

7.04 SAO Audit

Grantee understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Grantee agrees to cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Grantee and the requirement to cooperate is included in any Subcontract it awards.

7.05 Confidentiality

Any specific confidentiality agreement between the Parties takes precedent over the terms of this section. To the extent permitted by law, Grantee agrees to keep all information confidential, in whatever form produced, prepared, observed, or received by Grantee. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

7.06 Public Information Act

Information related to the performance of this Contract may be subject to the PIA and will be withheld from public disclosure or released only in accordance therewith. Grantee must make all information not otherwise excepted from disclosure under the PIA available in portable document file ("pdf") format or any other format agreed between the Parties.

ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION

8.01 Contract Management

To ensure full performance of the Contract and compliance with applicable law, the System Agency may take actions including:

- a. Suspending all or part of the Contract;
- b. Requiring the Grantee to take specific corrective actions in order to remain in compliance with term of the Contract;
- c. Recouping payments made to the Grantee found to be in error;
- d. Suspending, limiting, or placing conditions on the continued performance of the Project;
- e. Imposing any other remedies authorized under this Contract; and
- f. Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.

8.02 Termination for Convenience

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination.

8.03 Termination for Cause

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

a. Material Breach

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, at its sole discretion, that Grantee has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Grantee's duties under the Contract. Grantee's misrepresentation in any aspect of Grantee's Solicitation Response, if any or Grantee's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

b. Failure to Maintain Financial Viability

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Grantee no longer maintains the financial viability required to complete the Services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

8.04 Equitable Settlement

Any early termination under this Article will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

ARTICLE IX MISCELLANEOUS PROVISIONS

9.01 Amendment

The Contract may only be amended by an Amendment executed by both Parties.

9.02 Insurance

Unless otherwise specified in this Contract, Grantee will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas

Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee will provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee will secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

These and all other insurance requirements under the Contract apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

9.03 Legal Obligations

Grantee will comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Grantee will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them. In addition to any other act or omission that may constitute a material breach of the Contract, failure to comply with this Section may also be a material breach of the Contract.

9.04 Permitting and Licensure

At Grantee's sole expense, Grantee will procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or Services required by this Contract. Grantee will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee agrees to be responsible for payment of any such government obligations not paid by its contractors or subcontractors during performance of this Contract.

9.05 Indemnity

TO THE EXTENT ALLOWED BY LAW, GRANTEE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND THE SYSTEM AGENCY AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS ARISING OUT OF, OR CONNECTED WITH, OR RESULTING FROM:

- a. GRANTEE'S PERFORMANCE OF THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF GRANTEE, OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- b. ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY GRANTEE, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL**

- OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT;
OR**
- c. EMPLOYMENT OR ALLEGED EMPLOYMENT, INCLUDING CLAIMS OF DISCRIMINATION
AGAINST GRANTEE, ITS OFFICERS, OR ITS AGENTS; OR**
- d. WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY
THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER
INTELLECTUAL PROPERTY RIGHTS.**

GRANTEE WILL COORDINATE ITS DEFENSE WITH THE SYSTEM AGENCY AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING SOLELY FROM THE GROSS NEGLIGENCE OF THE SYSTEM AGENCY OR ITS EMPLOYEES. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS CONTRACT.

9.06 Assignments

Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.

Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

9.07 Relationship of the Parties

Grantee is, and will be, an independent contractor and, subject only to the terms of this Contract, will have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the System Agency any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Grantee or any other Party.

Grantee will be solely responsible for, and the System Agency will have no obligation with respect to:

- a. Payment of Grantee's employees for all Services performed;
- b. Ensuring each of its employees, agents, or Subcontractors who provide Services or Deliverables under the Contract are properly licensed, certified, or have proper permits to perform any activity related to the Work;
- c. Withholding of income taxes, FICA, or any other taxes or fees;
- d. Industrial or workers' compensation insurance coverage;
- e. Participation in any group insurance plans available to employees of the State of Texas;

- f. Participation or contributions by the State to the State Employees Retirement System;
- g. Accumulation of vacation leave or sick leave; or
- h. Unemployment compensation coverage provided by the State.

9.08 Technical Guidance Letters

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during Work performance in the form of a Technical Guidance Letter. A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency will be incorporated into the Contract by reference herein for all purposes when it is issued.

9.09 Governing Law and Venue

This Contract and the rights and obligations of the Parties hereto will be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas unless otherwise elected by the System Agency. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. Severability

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist and the nonenforceability of such provision will not be held to render any other provision or provisions of this Contract unenforceable.

9.10 Survivability

Termination or expiration of this Contract or a Contract for any reason will not release either party from any liabilities or obligations in this Contract that the parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

9.11 Force Majeure

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

9.12 No Waiver of Provisions

Neither failure to enforce any provision of this Contract nor payment for services provided under it constitute waiver of any provision of the Contract.

9.13 Publicity

Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.

Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

9.14 Prohibition on Non-compete Restrictions

Grantee will not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

9.15 No Waiver of Sovereign Immunity

Nothing in the Contract will be construed as a waiver of sovereign immunity by the System Agency.

9.16 Entire Contract and Modification

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible by the System Agency.

9.17 Counterparts

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

9.18 Proper Authority

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Grantee before this Contract is effective or after it ceases to be effective are performed at the sole risk of Grantee with respect to compensation.

9.19 Employment Verification

Grantee will confirm the eligibility of all persons employed during the contract term to perform duties within Texas and all persons, including subcontractors, assigned by the contractor to perform work pursuant to the Contract.

9.20 Civil Rights

- a. Grantee agrees to comply with state and federal anti-discrimination laws, including:
 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
 2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 3. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
 4. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
 5. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
 6. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and
 7. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

- b. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

- c. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office.

The posters are available on the HHS website at:
http://www.hhsc.state.tx.us/about_hhsc/civil-rights/brochures-posters.shtml

- d. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

e. Upon request, Grantee will provide HHSC Civil Rights Office with copies of all of the Grantee's civil rights policies and procedures.

f. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51 Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885.

Appendix C: HHSC Special Conditions Version 1.0

HHSC Special Conditions – Version 1.0

Published and Effective: March 1, 2016

Responsible Office: Office of Chief Counsel, HHSC Contract Group



**Health and Human Services Commission
Special Conditions
Version 1.0**

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HHSC SPECIAL CONDITIONS

The terms and conditions of these Special Conditions are incorporated into and made a part of the Contract. Capitalized items used in these Special Conditions and not otherwise defined have the meanings assigned to them in HHSC Uniform Terms and Conditions – Vendor, Version 2.12

ARTICLE I. SPECIAL DEFINITIONS

“Conflict of Interest” means a set of facts or circumstances, a relationship, or other situation under which Contractor, a Subcontractor, or individual has past, present, or currently planned personal or financial activities or interests that either directly or indirectly: (1) impairs or diminishes the Contractor’s, or Subcontractor’s ability to render impartial or objective assistance or advice to the HHSC; or (2) provides the Contractor or Subcontractor an unfair competitive advantage in future HHSC procurements.

“Contractor Agents” means Contractor’s representatives, employees, officers, Subcontractors, as well as their employees, contractors, officers, and agents.

“Custom Software” means Software developed as a Deliverable or in connection with the Agreement.

“Data Use Agreement” means the agreement incorporated into the Contract to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information.

“Federal Financial Participation” is a program that allows states to receive partial reimbursement for activities that meet certain objectives of the federal government. It is also commonly referred to as the Federal Medical Assistance Percentage (FMAP).

“Item of Noncompliance” means Contractor’s acts or omissions that: (1) violate a provision of the Contract; (2) fail to ensure adequate performance of the Work; (3) represent a failure of Contractor to be responsive to a request of HHSC relating to the Work under the Contract.

“Minor Administrative Change” refers to a change to the Contract that does not increase the fees or term and done in accordance with Section 6.02 of these Special Conditions.

“Other Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Contractor; or that Contractor may create, receive, maintain, use, disclose or have access to on behalf of HHSC or through performance of the Work, which is not designated as Confidential Information in the Data Use Agreement.

“Outside the United States” means any location that is not within the territorial boundaries comprising the republic of the United States of America, including any of the 48 coterminous states in North America, the states of Alaska and Hawaii, and the District of Columbia.

“Software” means all operating system and applications software used or created by Contractor to perform the Work under the Contract.

“State” means the State of Texas and, unless otherwise indicated or appropriate, will be interpreted to mean HHSC and other agencies of the State of Texas that may participate in the administration of HHSC

Programs; provided, however, that no provision will be interpreted to include any entity other than HHSC as the contracting agency.

“Third Party Software” refers to software programs or plug-ins developed by companies or individuals other than Contractor which are used in performance of the Work. It does not include items which are ancillary to the performance of the Work, such as internal systems of Contractor which were deployed by Contractor prior to the Contract and not procured to perform the Work.

“Turnover” means the effort necessary to enable HHSC, or its designee, to effectively close out the Contract and move the Work to another vendor or to perform the Work by itself.

“Turnover Plan” means the written plan developed by Contractor, approved by HHSC, and to be employed when the Work described in the Contract transfers to HHSC, or its designee, from the Contractor.

“VUTC” means HHSC’s Uniform Terms and Conditions – Vendor, Version 2.12

“WSD” means the Work, Services, or Deliverables to be performed or provided under the Contract.

ARTICLE II. GENERAL PROVISIONS

2.01 Controlling Order

Unless otherwise agreed, in the event of any conflict or contradiction between or among the provisions of the Contract, the provisions in the documents will control in the following order:

- a. The Signature Document;
- b. These Special Conditions;
- c. HHSC Uniform Terms and Conditions – Vendor;
- d. The Solicitation and any addendums, corrections, and clarifications; then
- e. Contractor’s Solicitation Response and any agreed to modifications.

2.02 Inducements

In awarding the Contract, the HHSC relies on Contractor’s assurances of the following:

- d. Contractor and its Subcontractors are established providers of the WSD described in the Solicitation and required under the Contract;
- e. Contractor and its Subcontractors have the skills, qualifications, expertise, financial resources, and experience necessary to perform the WSD in an efficient, cost-effective manner, with a high degree of quality and responsiveness.
- f. Contractor has performed similar WSD for other public or private entities;
- g. Contractor has thoroughly reviewed, analyzed, and understood the Solicitation, has timely raised all questions or objections to the Solicitation or WSD, and has had the opportunity to review and fully understand HHSC’s current program and operating environment for the activities that are the subject of the Contract and the needs and requirements of the State during the Contract term;
- h. Contractor has had the opportunity to review and understand the State’s stated objectives in entering into the Contract and, based on such review and understanding, Contractor currently has

the capability to perform the WSD in accordance with the terms and conditions of the Contract; and

- i. Contractor fully understands the risks associated with public health and human service programs administered by HHSC as described in the Solicitation, including the risk of non-appropriation of funds.

2.03 Delegation of Authority

Whenever, by any provision of the Contract, any right, power, or duty is imposed or conferred on HHSC, the right, power, or duty so imposed or conferred is possessed and exercised by HHSC's Executive Commissioner unless such is delegated to duly appointed agents or employees of HHSC. HHSC's Executive Commissioner will reduce any delegation of authority to writing and provide a copy to Contractor on request. The authority delegated to Contractor by HHSC is limited to the terms of the Contract. Contractor may not rely upon implied authority and is not delegated authority under the Contract to:

- a. Make public policy;
- b. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of HHSC Programs; or
- c. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the HHSC regarding HHSC Programs or the Contract. However, upon request and reasonable notice to the Contractor, Contractor will assist HHSC in communications and negotiations regarding the WSD under the Contract with state and federal governments.

2.04 Other System Agencies Participation in the Contract

In addition to providing the WSD specified for HHSC, Contractor agrees to allow other System Agencies the option to participate in the Contract under the same terms and conditions. Each System Agency that elects to obtain WSD under this section will issue a purchase or work order to Contractor, referring to, and incorporating by reference, the terms and conditions specified in the Contract.

System Agencies have no authority to modify the terms of the Contract. However, additional System Agency terms and conditions that do not conflict with the Contract, and are acceptable to the Contractor, may be added in a purchase or work order and given effect. No additional term or condition added in a purchase or work order issued by a System Agency can conflict with or diminish a term or condition of the Contract. In the event of a conflict between a System Agency's purchase or work order and the Contract, the Contract terms control.

2.05 Most Favored Customer

Contractor agrees that if during the term of the Contract, Contractor enters into any agreement with any other governmental customer, or any non-affiliated commercial customer by which it agrees to provide equivalent services at lower prices, or additional services at comparable prices, Contractor will notify HHSC within (10) business days from the date Contractor executes any such agreement. Contractor agrees, at HHSC's option, to amend the Contract to accord equivalent advantage to HHSC.

2.06 Assumption After Assignment

As authorized in the VUTC, each party to whom an assignment is made must assume all or any part of Contractor's interests in the Contract, the WSD, and any documents executed with respect to the Contract, including, without limitation, the assignor's obligation for all or any portion of the purchase payments, in whole or in part.

2.07 Cooperation with HHSC Vendors

At HHSC's request, Contractor will allow parties interested in responding to other HHSC solicitations to have reasonable access during normal business hours to the WSD, software, systems documentation, and site visits to the Contractor's facilities. Contractor may elect to have such parties inspecting the WSD, facilities, software or systems documentation to agree to use the information so obtained only in the State of Texas and only for the purpose of responding to the relevant HHSC solicitation.

2.08 Renegotiation and Reprocurement Rights

Notwithstanding anything in the Contract to the contrary, HHSC may at any time during the term of the Contract exercise the option to notify Contractor that HHSC has elected to renegotiate certain terms of the Contract. Upon Contractor's receipt of any notice under this section, Contractor and HHSC will undertake good faith negotiations of the subject terms of the Contract.

HHSC may at any time issue solicitation instruments to other potential contractors for performance of any portion of the WSD covered by the Contract, including services similar or comparable to the WSD, performed by Contractor under the Contract. If HHSC elects to procure the WSD, or any portion thereof, from another vendor in accordance with this section, HHSC will have the termination rights set forth in the VUTC.

2.09 Solicitation Errors

Contractor will not take advantage of any errors or omissions in the Solicitation or the resulting Contract. Contractor must promptly notify HHSC of any errors or omissions that are discovered. Failure to notify HHSC of any errors will constitute a waiver of those errors.

ARTICLE III. PROHIBITION AGAINST PERFORMANCE OUTSIDE OF THE UNITED STATES

3.01 Authority

HHSC is responsible for the development and implementation of Software and hardware to support HHSC programs, which are paid for in whole or in part with State and federal funds. Accordingly, such Software and hardware may be subject to statutory restrictions on the export of technology to foreign nations, including but not limited to the Export Administration Regulations contained in 15 C.F.R. Parts 730-774.

3.02 Prohibition

Contractor agrees that, unless specifically authorized in writing by HHSC:

- 2 All WSD under this Contract, including that of Subcontracts, will be performed exclusively within the United States. This obligation includes, but is not limited to, information technology services, processing, transmission, storage, archiving, data center services, disaster recovery sites and services, customer support, medical, dental, laboratory and clinical services, services related to Custom Software, and all modifications of Custom Software, Third Party Software, or vendor proprietary software;
- 3 All information obtained by Contractor or a Subcontractor under this Contract shall be maintained within the United States; and shall not leave the United States by any means (physical or electronic) at any time; and
- 4 Contractor shall not permit any person or entity at a location Outside The United States to have remote access to any of the WSD under the Contract without HHSC's written approval.

3.03 Exception

The prohibition against WSD Outside the United States does not preclude the acquisition or use of commercial off-the-shelf (COTS) software that is developed Outside the United States or hardware that is generically configured Outside the United States. The prohibition against WSD Outside the United States does not preclude Contractor from acquiring or using products or supplies that are manufactured Outside the United States, provided such products or supplies are commercially available within the United States for acquisition.

3.04 Remedy

Contractor's violation of this section will constitute a material breach of the Contract. Contractor will be liable to HHSC for all damages in accordance with the Contract.

ARTICLE IV. CONTRACTOR PERSONNEL AND SUBCONTRACTORS

4.01 Qualifications

Contractor agrees to maintain the organizational and administrative capacity and capabilities proposed in its response to the Solicitation, as modified, to carry out all duties and responsibilities under the Contract. Contractor Agents assigned to perform the duties and responsibilities under the Contract must be and remain properly trained and qualified for the functions they are to perform. Notwithstanding the transfer or turnover of personnel, Contractor remains obligated to perform all duties and responsibilities under the Contract without degradation and in strict accordance with the terms of the Contract.

4.02 Conduct and Removal

While performing the WSD under the Contract, Contractor Agents must comply with applicable Contract terms, State and federal rules, regulations, HHSC's policies, and HHSC's requests regarding personal and professional conduct; and otherwise conduct themselves in a businesslike and professional manner.

If HHSC determines in good faith that a particular Contractor Agent is not conducting himself or herself in accordance with the terms of the Contract, HHSC may provide Contractor with notice and documentation regarding its concerns. Upon receipt of such notice, Contractor must promptly investigate the matter and, at HHSC's election, take appropriate action that may include removing the Contractor Agent from

performing any WSD under the Contract and replacing the Contractor Agent with a similarly qualified individual acceptable to HHSC as soon as reasonably practicable or as otherwise agreed to by HHSC.

4.03 No Authority

Contractor Agents are not employees of HHSC or the State of Texas and are considered Contractor's employees for all purposes. Except as provided in the Contract, neither Contractor nor any of Contractor Agents may act in any sense as agents or representatives of HHSC or the State of Texas.

4.04 E-Verify

By entering into this Contract, Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- 3 All persons employed to WSD within the State of Texas, during the term of the Contract; and
- 4 All Contractor Agents assigned by Contractor to perform WSD pursuant to the Contract, within the United States of America.

4.05 Subcontractors Not Identified in the Solicitation Response

Prior to entering into a Subcontract, Contractor must identify any Subcontractor that is a newly-formed subsidiary or entity, whether or not an affiliate of Contractor, substantiate the proposed Subcontractor's ability to perform the subcontracted WSD, and certify to HHSC that no loss of WSD will occur as a result of the performance of such Subcontractor.

At HHSC's request, prior to executing a Subcontract with a value greater than \$100,000.00, Contractor must submit a copy of the Subcontract to HHSC for review and approval. HHSC reserves the right to:

- 4 Reject the Subcontract or require changes to any provisions that do not comply with the requirements, duties, or responsibilities of the Contract or that create significant barriers for HHSC to monitor compliance with the Contract;
- 5 Object to the selection of the Subcontractor; or
- 6 Object to the subcontracting of the WSD proposed to be subcontracted.

ARTICLE V. PERFORMANCE

5.01 Measurement

Satisfactory performance of the Contract, unless otherwise specified in the Contract, will be measured by:

- 5 Compliance with Contract requirements, including all representations and warranties;
- 6 Compliance with the WSD requested in the Solicitation and WSD proposed by Contractor in its response to the Solicitation and approved by HHSC;
- 7 Delivery of WSD in accordance with the service levels proposed by Contractor in the Solicitation Response as accepted by HHSC;
- 8 Results of audits, inspections, or quality checks performed by the HHSC or its designee;

- 9 Timeliness, completeness, and accuracy of WSD; and
- 10 Achievement of specific performance measures and incentives as applicable.

ARTICLE VI. AMENDMENTS AND MODIFICATIONS

6.01 Formal Procedure

No different or additional WSD or contractual obligations will be authorized or performed unless contemplated within the Scope of Work and memorialized in an amendment or modification of the Contract that is executed in compliance with this Article. No waiver of any term, covenant, or condition of the Contract will be valid unless executed in compliance with this Article. Contractor will not be entitled to payment for WSD that is not authorized by a properly executed Contract amendment or modification, or through the express written authorization of HHSC.

Any changes to the Contract that results in a change to either the term, fees, or significantly impacting the obligations of the parties to the Contract must be effectuated by a formal Amendment to the Contract. Such Amendment must be signed by the appropriate and duly authorized representative of each party in order to have any effect.

6.02 Minor Administrative Changes

HHSC's designee, referred to as the Contract Manager, Project Sponsor, or other equivalent, in the Contract, is authorized to provide written approval of mutually agreed upon Minor Administrative Changes to the WSD or the Contract that do not increase the fees or term. Changes that increase the fees or term must be accomplished through the formal amendment procedure, as set forth in Section 6.01 of these Special Conditions. Upon approval of a Minor Administrative Change, HHSC and Contractor will maintain written notice that the change has been accepted in their Contract files.

6.03 Technical Guidance Letters

Notwithstanding anything to the contrary in the Contract, Technical Guidance Letters ("TGL") as provided by the VUTC will not act as an Amendment or modification to the Contract to the extent such affect price or term of the Contract. Such TGLs are interpretive and instructional only and are not authorized to extend the term, modify the fees or other payment arrangements, increase the Contract total value, or materially change the substance of the WSD.

ARTICLE VII. AUDITS AND RECORDS

7.01 Record Retention

Contractor will comply with the records retention schedule approved by the Texas State Library and Archives Commission, unless a longer period is specified in the Contract. Contractor acknowledges that such schedule may be amended or modified from time to time and agrees to give any such modification or amendment full effect. The current approved schedule is published at <https://www tsl.texas.gov/sites/default/files/public/tslac/slrm/state/schedules/529.PDF>. It is Contractor's

responsibility to monitor the Texas State Library and Archives Commission's approval of HHSC's record retention schedules.

7.02 Access and Accommodation

In providing the access required by the VUTC for records and audits, Contractor will provide access to records, books, and documents in reasonable comfort and will provide any furnishings, equipment, or other conveniences necessary to enable complete and unfettered access to records, books, and documents to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities. Contractor will require Contractor Agents to provide comparable accommodations. Upon request, Contractor will provide copies of records, books, and documents free of charge to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, including those the entities described in the VUTC.

The access and accommodations set forth in this section will also be provided for Software and equipment used in the performance of the WSD. Contractor will provide reasonable assistance that this section requires to auditors and/or inspectors to complete any audits or inspections related to the WSD.

Contractor will include this section concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.03 Response to Audits or Inspection Findings

Contractor will take all action to ensure it, or a Contractor Agent, complies with any finding of noncompliance relating to the WSD or any other deficiency contained in any audit, review, or inspection conducted under the Contract. Contractor will bear the expense of compliance with any finding of noncompliance under the Contract that is:

- 6 Required by a Texas or federal law, regulation, rule or other audit requirement relating to Contractor's business;
- 7 Performed by Contractor as part of the WSD; or
- 8 Necessary due to Contractor's noncompliance with any law, regulation, rule or audit requirement imposed on Contractor.

ARTICLE VIII. PAYMENT

8.01 Duty to Make Payment

HHSC will be relieved of its obligation to make any payments to Contractor until such time as any and all set-off amounts have been credited to HHSC. If HHSC disputes payment of all or any portion of an invoice from Contractor, HHSC will notify the Contractor of the dispute and both Parties will attempt in good faith to resolve the dispute in accordance with these Special Conditions. HHSC will not be required to pay any disputed portion of a Contractor invoice unless, and until, the dispute is resolved. Notwithstanding any such dispute, Contractor will continue to perform the WSD in compliance with the terms of the Contract pending resolution of such dispute so long as all undisputed amounts continue to be paid to Contractor.

ARTICLE IX. CONFIDENTIALITY

9.01 Requests for Public Information

HHSC will, as permitted by law and as practicable considering HHSC's resources, notify Contractor of a request for disclosure of public information related to the Contract filed in accordance with the Texas Public Information Act, Texas Government Code Chapter 552 ("PIA"). In the event Contractor believes the requested information should be protected under the PIA, Contractor will comply with PIA requirements pertaining to that information and will provide HHSC with copies of all such documentation required to support its request for nondisclosure. Contractor must make public information not otherwise excepted from disclosure under the PIA available to HHSC at no additional charge to HHSC.

To the extent authorized under the PIA, HHSC will safeguard from disclosure information received from Contractor that Contractor believes to be confidential. Contractor must clearly mark each page of such information as "Contractor Confidential Information" and provide written notice to HHSC that it considers the information confidential in accordance with the PIA. Contractor's designation or marking of information in this manner does not act, and should not be construed, as an agreement or other consent by HHSC that such information is actually confidential pursuant to the PIA.

9.02 Consultant Disclosure

Contractor agrees that any consultant reports received by HHSC in connection with the Contract may be distributed by HHSC, in its discretion, to any other state agency and the Texas legislature. Any distribution may include posting on HHSC's website or the website of a standing committee of the Texas Legislature.

9.03 Other Confidential Information

HHSC prohibits the unauthorized disclosure of Other Confidential Information. Contractor and all Contractor Agents will not disclose or use any Other Confidential Information in any manner except as is necessary for the WSD or the proper discharge of obligations and securing of rights under the Contract. Contractor will have a system in effect to protect Other Confidential Information. Any disclosure or transfer of Other Confidential Information by Contractor, including information requested to do so by HHSC, will be in accordance with the Contract. If Contractor receives a request for Other Confidential Information, Contractor will immediately notify HHSC of the request, and will make reasonable efforts to protect the Other Confidential Information from disclosure until further instructed by the HHSC.

Contractor will notify HHSC promptly of any unauthorized possession, use, knowledge, or attempt thereof, of any Other Confidential Information by any person or entity that may become known to Contractor. Contractor will furnish to HHSC all known details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist HHSC in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Other Confidential Information.

HHSC will have the right to recover from Contractor all damages and liabilities caused by or arising from Contractor or Contractor Agents' failure to protect HHSC's Confidential Information as required by this section.

IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL INDEMNIFY AND HOLD HARMLESS HHSC FROM ALL DAMAGES, COSTS, LIABILITIES, AND EXPENSES (INCLUDING WITHOUT

LIMITATION REASONABLE ATTORNEYS' FEES

AND COSTS) CAUSED BY OR ARISING FROM CONTRACTOR OR CONTRACTOR AGENTS FAILURE TO PROTECT OTHER CONFIDENTIAL INFORMATION. CONTRACTOR WILL FULFILL THIS PROVISION WITH COUNSEL APPROVED BY HHSC.

ARTICLE X. DISPUTES AND REMEDIES

10.01 Agreement of the Parties

The Parties agree that the interests of fairness, efficiency, and good business practices are best served when the Parties employ all reasonable and informal means to resolve any dispute under the Contract before resorting to formal dispute resolution processes otherwise provided in the Contract. The Parties will use all reasonable and informal means of resolving disputes prior to invoking a remedy provided elsewhere in the Contract, unless HHSC immediately terminates the Contract in accordance with the terms and conditions of the Contract.

Any dispute, that in the judgment of any Party to the Agreement, may materially affect the performance of any Party will be reduced to writing and delivered to the other Party within 10 business days after the dispute arises. The Parties must then negotiate in good faith and use every reasonable effort to resolve the dispute at the managerial or executive levels prior to initiating formal proceedings pursuant to the VUTC and Texas Government Code §2260, unless a Party has reasonably determined that a negotiated resolution is not possible and has so notified the other Party. The resolution of any dispute disposed of by agreement between the Parties will be reduced to writing and delivered to all Parties within 10 business days of such resolution.

10.02 Operational Remedies

The remedies described in this section may be used or pursued by HHSC in the context of the routine operation of the Contract and are directed to Contractor's timely and responsive performance of the WSD as well as the creation of a flexible and responsive relationship between the Parties. Contractor agrees that HHSC may pursue operational remedies for Items of Noncompliance with the Contract. At any time, and at its sole discretion, HHSC may impose or pursue one or more said remedies for each Item of Noncompliance. HHSC will determine operational remedies on a case-by-case basis which include, but are not, limited to:

- a. Requesting a detailed Corrective Action Plan, subject to HHSC approval, to correct and resolve a deficiency or breach of the Contract;
- b. Require additional or different corrective action(s) of HHSC's choice;
- c. Suspension of all or part of the Contract or WSD;
- d. Prohibit Contractor from incurring additional obligations under the Contract;
- e. Issue stop Work Orders;
- f. Assessment of liquidated damages as provided in the Contract;
- g. Accelerated or additional monitoring;
- h. Withholding of payments; and
- i. Additional and more detailed programmatic and financial reporting.

HHSC's pursuit or non-pursuit of an operational remedy does not constitute a waiver of any other remedy that HHSC may have at law or equity; excuse Contractor's prior substandard performance, relieve

Contractor of its duty to comply with performance standards, or prohibit HHSC from assessing additional operational remedies or pursuing other appropriate remedies for continued substandard performance.

HHSC will provide notice to Contractor of the imposition of an operational remedy in accordance with this section, with the exception of accelerated monitoring, which may be unannounced. HHSC may require Contractor to file a written response as part of the operational remedy approach.

10.03 Equitable Remedies

Contractor acknowledges that if, Contractor breaches, attempts, or threatens to breach, any obligation under the Contract, the State will be irreparably harmed. In such a circumstance, the State may proceed directly to court notwithstanding any other provision of the Contract. If a court of competent jurisdiction finds that Contractor breached, attempted, or threatened to breach any such obligations, Contractor will not oppose the entry of an order compelling performance by Contractor and restraining it from any further breaches, attempts, or threats of breach without a further finding of irreparable injury or other conditions to injunctive relief.

10.04 Continuing Duty to Perform

Neither the occurrence of an event constituting an alleged breach of contract, the pending status of any claim for breach of contract, nor the application of an operational remedy, is grounds for the suspension of performance, in whole or in part, by Contractor of the WSD or any duty or obligation with respect to the Contract.

ARTICLE XI. DAMAGES

11.01 Availability and Assessment

HHSC will be entitled to actual, direct, indirect, incidental, special, and consequential damages resulting from Contractor's failure to comply with any of the terms of the Contract. In some cases, the actual damage to HHSC as a result of Contractor's failure to meet the responsibilities or performance standards of the Contract are difficult or impossible to determine with precise accuracy. Therefore, if provided in the Contract, liquidated damages may be assessed against Contractor for failure to meet any aspect of the WSD or responsibilities of the Contractor. HHSC may elect to collect liquidated damages:

- 7 Through direct assessment and demand for payment to Contractor; or
- 8 By deducting the amounts assessed as liquidated damages against payments owed to Contractor for Work performed. In its sole discretion, HHSC may deduct amounts assessed as liquidated damages as a single lump sum payment or as multiple payments until the full amount payable by the Contractor is received by the HHSC.

11.02 Specific Items of Liability

Contractor bears all risk of loss or damage due to defects in the WSD, unfitness or obsolescence of the WSD, or the negligence or intentional misconduct of Contractor or Contractor Agents. Contractor will ship all equipment and Software purchased and Third Party Software licensed under the Contract, freight prepaid, FOB HHSC's destination. The method of shipment will be consistent with the nature of the items shipped and applicable hazards of transportation to such items. Regardless of FOB point, Contractor bears

all risks of loss, damage, or destruction of the WSD, in whole or in part, under the Contract that occurs prior to acceptance by HHSC. After acceptance by HHSC, the risk of loss or damage will be borne by HHSC; however, Contractor remains liable for loss or damage attributable to Contractor's fault or negligence.

Contractor will protect HHSC's real and personal property from damage arising from Contractor or Contractor Agents performance of the Contract, and Contractor will be responsible for any loss, destruction, or damage to HHSC's property that results from or is caused by Contractor or Contractor Agents' negligent or wrongful acts or omissions. Upon the loss of, destruction of, or damage to any property of HHSC, Contractor will notify HHSC thereof and, subject to direction from HHSC or its designee, will take all reasonable steps to protect that property from further damage. Contractor agrees, and will require Contractor Agents, to observe safety measures and proper operating procedures at HHSC sites at all times. Contractor will immediately report to the HHSC any special defect or an unsafe condition it encounters or otherwise learns about.

IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR ALL COSTS INCURRED THAT ARE ASSOCIATED WITH INDEMNIFYING THE STATE OF TEXAS OR HHSC WITH RESPECT TO INTELLECTUAL, REAL AND PERSONAL PROPERTY. ADDITIONALLY, HHSC RESERVES THE RIGHT TO APPROVE COUNSEL SELECTED BY CONTRACTOR TO DEFEND HHSC OR THE STATE OF TEXAS AS REQUIRED UNDER THIS SECTION.

ARTICLE XII. TURNOVER

12.01 Turnover Plan

HHSC may require Contractor to develop a Turnover Plan at any time during the term of the Contract in HHSC's sole discretion. Contractor must submit the Turnover Plan to HHSC for review and approval. The Turnover Plan must describes Contractor's policies and procedures that will ensure:

- a. The least disruption in the delivery the WSD during Turnover to HHSC or its designee; and
- b. Full cooperation with HHSC or its designee in transferring the WSD and the obligations of the Contract.

12.02 Turnover Assistance

Contractor will provide any assistance and actions reasonably necessary to enable HHSC or its designee to effectively close out the Contract and transfer the WSD and the obligations of the Contract to another vendor or to perform the WSD by itself. Contractor agrees that this obligation survives the termination, regardless of whether for cause or convenience, or the expiration of the Contract and remains in effect until completed to the satisfaction of HHSC.

ARTICLE XIII. ADDITIONAL LICENSE AND OWNERSHIP PROVISIONS

13.01 HHSC Additional Rights

HHSC will have ownership and unlimited rights to use, disclose, duplicate, or publish all information and data developed, derived, documented, or furnished by Contractor under or resulting from the Contract. Such data will include all results, technical information, and materials developed for or obtained by HHSC from Contractor in the performance of the WSD. If applicable, Contractor will reproduce and include HHSC's copyright, proprietary notice, or any product identifications provided by Contractor.

13.02 Third Party Software

Contractor grants HHSC a non-exclusive, perpetual, license for HHSC to use Third Party Software and its associated documentation for its internal business purposes. HHSC will be entitled to use Third Party Software on the equipment or any replacement equipment used by HHSC, and with any replacement Third Party Software chosen by HHSC, without additional expense.

Terms in any licenses for Third Party Software will be consistent with the requirements of this section. Prior to utilizing any Third Party Software product not identified in the Solicitation Response, Contractor will provide HHSC copies of the license agreement from the licensor of the Third Party Software to allow HHSC to, in its discretion, object to the license agreement that must, at a minimum, provide HHSC with necessary rights consistent with the short and long-term goals of the Contract. Contractor will assign to HHSC all licenses for the Third Party Software as necessary to carry out the intent of this section.

Contractor will, during the Contract, maintain any and all Third Party Software at their most current version or no more than one version back from the most current version. However, Contractor will not maintain any Third Party Software versions, including one version back, if notified by HHSC that any such version would prevent HHSC from using any functions, in whole or in part, of HHSC systems or would cause deficiencies in HHSC systems.

13.03 Software and Ownership Rights.

In accordance with 45 C.F.R. Part 95.617, all appropriate federal agencies will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to use for government purposes all WSD, materials, Custom Software and modifications thereof, source code, associated documentation designed, developed, or installed with Federal Financial Participation under the Contract, including but not limited to those materials covered by copyright.

ARTICLE XIV. MISCELLANEOUS PROVISIONS

14.01 Ability to Perform

In conjunction with the Permitting and Licensure requirements contained in the VUTC, Contractor must remain in good standing with all regulatory agencies throughout the term of the Contract. Failure to remain in good standing with all regulatory agencies constitutes a material breach of Contract. Contractor must maintain the financial resources to fund the capital expenditures required under the Contract without advances by HHSC or assignment of any payments by the HHSC to a financing source.

14.02 Continuing Duty to Disclose

Contractor acknowledges its continuing obligation to comply with the requirements of any affirmation or certification contained in the Contract, and will immediately notify HHSC of any changes in circumstances affecting those certifications.

14.03 Conflicts of Interest

Contractor warrants to the best of its knowledge and belief, except to the extent already disclosed to HHSC, there are no facts or circumstances that could give rise to a Conflict of Interest and further that Contractor or Contractor Agents have no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with their performance under the Contract. Contractor will, and require Contractor Agents, to establish safeguards to prohibit Contract Agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational Conflict of Interest, or for personal gain. Contractor and Contractor Agents will operate with complete independence and objectivity without actual, potential or apparent Conflict of Interest with respect to the activities conducted under the Contract.

Contractor agrees that, if after Contractor's execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to HHSC. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by HHSC as a potential conflict. HHSC reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by HHSC's decision.

If HHSC determines that Contractor was aware of a Conflict of Interest and did not disclose the conflict to HHSC, such nondisclosure will be considered a material breach of the Contract. Furthermore, such breach may be submitted to the Office of the Attorney General, Texas Ethics Commission, or appropriate State or federal law enforcement officials for further action.

14.04 Flow Down Provisions

Contractor must include any applicable provisions of the Contract in all subcontracts based on the scope and magnitude of work to be performed by such Subcontractor. Any necessary terms will be modified appropriately to preserve the State's rights under the Contract.

14.05 Recruitment Prohibition

Contractor will not retain, without HHSC written consent, any person or entity utilized by HHSC in the development of the Solicitation or who participated in the selection of the Contractor for the Contract. Contractor will not recruit or employ any HHSC personnel who have worked on projects relating to the subject matter of the Contract, or who have had any influence on decisions affecting the subject matter of the Contract, for two (2) years following the completion of the Contract.

14.06 Manufacturer's Warranties

Contractor assigns to HHSC all of the manufacturers' warranties and indemnities relating to the WSD, including without limitation, Third Party Software, to the extent Contractor is permitted by the manufacturers to make such assignments to HHSC.

14.07 Cooperation with HHSC Designees

Contractor will cooperate with and work with State and federal agencies, other State contractors, subcontractors and third-party representatives as required by the WSD or requested by HHSC. Contractor personnel will cooperate at no charge to HHSC for purposes relating to the WSD. This cooperation specifically includes, but is not limited to:

- 7 The investigation and prosecution of fraud, abuse, and waste in the HHSC programs;
- 8 Audit, inspection, or other investigative purposes; and
- 9 Testimony in judicial or quasi-judicial proceedings relating to the Contract or other delivery of information requested by the HHSC or other agencies' investigators or legal staff.

14.08 Notice of Litigation or Contract Action

Contractor will notify HHSC of any litigation or legal matter related to or affecting the Contract within seven calendar days of becoming aware of the litigation or legal matter. Contractor will also notify HHSC if Contractor has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within seven calendar days of such event. The notification required under this section will contain information sufficient for HHSC to independently confirm the action and to take appropriate actions.

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Appendix D: Certifications and Other Required Forms

[Form 1: Child Support Certification](#)

[Form 2: Debarment, Suspension, Ineligibility, and Voluntary Exclusion of Covered Contracts](#)

[Form 3: Required Certifications](#)

[Form 4: Federal Lobbying Certification](#)

[Form 5: Anti-Trust Certification](#)

[Form 6: Respondent Information and Disclosures](#)

[Form 7: HUB Subcontracting Plan \(HSP\)](#)

Attachment E – Grantee UTC

VERSION 2.12

HHSC Uniform Terms and Conditions Version 2.12
Published and Effective: November 30, 2015
Responsible Office: Chief Counsel



Health and Human Services Commission
HHSC Uniform Terms and Conditions - Grant
Version 2.12

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.01 Definitions

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“Amendment” means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters, as herein defined.

“Attachment” means documents, terms, conditions, or additional information physically added to this Contract following the Signature Document or included by reference, as if physically, within the body of this Contract.

“Contract” means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference herein for all purposes if issued.

“Deliverable” means a work product prepared, developed, or procured by Grantee as part of the Services under the Contract for the use or benefit of the System Agency or the State of Texas.

“Effective Date” means the date agreed to by the Parties as the date on which the Contract takes effect.

“System Agency” means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: the Department of Aging and Disability Services, the Department of Assistive and Rehabilitative Services, the Department of Family and Protective Services, and the Department of State Health Services.

“Federal Fiscal Year” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

“GAAP” means Generally Accepted Accounting Principles.

“GASB” means the Governmental Accounting Standards Board.

“Grantee” means the Party receiving funds under this Contract, if any.

“Health and Human Services Commission” or “HHSC” means the administrative agency established under Chapter 531, Texas Government Code or its designee.

“HUB” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“Intellectual Property” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of

such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information.

“Mentor Protégé” means the Comptroller of Public Accounts’ leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>.

“Parties” means the System Agency and Grantee, collectively.

“Party” means either the System Agency or Grantee, individually.

“Program” means the statutorily authorized activities of the System Agency under which this Contract has been awarded.

“Project” means specific activities of the Grantee that are supported by funds provided under this Contract.

“Public Information Act” or “PIA” means Chapter 552 of the Texas Government Code.

“Statement of Work” means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.

“Signature Document” means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

“Solicitation” means the document issued by the System Agency under which applications for Program funds were requested, which is incorporated herein by reference for all purposes in its entirety, including all Amendments and Attachments.

“Solicitation Response” means Grantee’s full and complete response to the Solicitation, which is incorporated herein by reference for all purposes in its entirety, including any Attachments and addenda.

“State Fiscal Year” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“State of Texas Textravel” means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“Technical Guidance Letter” or “TGL” means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.

1.02 Interpretive Provisions

- a. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.
- b. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- c. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent

Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

- d. Any references to “sections,” “appendices,” or “attachments” are references to sections, appendices, or attachments of the Contract.
- e. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
- f. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
- g. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
- h. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
- i. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase “in its sole discretion.”
- j. Time is of the essence in this Contract.

ARTICLE II PAYMENT METHODS AND RESTRICTIONS

2.01 Payment Methods

Except as otherwise provided by the provisions of the Contract, the payment method will be one or more of the following:

- a. cost reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
- b. unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
- c. advance payment. This payment method is based on disbursal of the minimum necessary funds to carry out the Program or Project where the Grantee has implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law and at the sole discretion of the System Agency.

Grantees shall bill the System Agency in accordance with the Contract. Unless otherwise specified in the Contract, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.02 Final Billing Submission

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following

the end of the term of the Contract. Reimbursement or payment requests received in the System Agency's offices more than forty-five (45) calendar days following the termination of the Contract may not be paid.

2.03 Financial Status Reports (FSRs)

Except as otherwise provided in these General Provisions or in the terms of any Program Attachment(s) that is incorporated into the Contract, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter of the Program Attachment term for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

2.04 Debt to State and Corporate Status

Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Grantee if Grantee is indebted to the State for any reason, including a tax delinquency. Grantee, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq.). If tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Grantee's delinquent tax is paid in full.

2.05 Application of Payment Due

Grantee agrees that any payments due under this Contract will be applied towards any debt of Grantee, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

2.06 Use of Funds

Grantee shall expend funds provided under this Contract only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

2.07 Use for Match Prohibited

Grantee shall not use funds provided under this Contract for matching purposes in securing other funding without the written approval of the System Agency.

2.08 Program Income

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, Grantee shall use the addition alternative, as provided in UGMS § __.25(g)(2), for the use of Project income to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report this income in accordance with the Contract, applicable law, and the Contractor's Financial Procedures Manual located at <http://www.dshs.state.tx.us/contracts/cfpm.shtm>. Grantee shall expend Program Income during the Program Attachment term and may not carry forward to any succeeding term. Grantee shall refund program income not expended in the term in which it is earned to the System Agency. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using it for the purposes and under the conditions specified in this Contract.

2.09 Nonsupplanting

Grantee shall not use funds from this Contract to replace or substitute for existing funding from other but shall use funds from this Contract to supplement existing state or local funds currently available. Grantee shall make a good faith effort to maintain its current level of support. Grantee may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

ARTICLE III. STATE AND FEDERAL FUNDING

3.01 Funding

This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, the System Agency may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the System Agency, if sufficient and adequate funds are not available. Grantee will have no right of action against the System Agency if the System Agency cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, the System Agency will not be required to give notice and will not be liable for any damages or losses caused or associated with such termination or cancellation.

3.02 No debt Against the State

The Contract will not be construed as creating any debt by or on behalf of the State of Texas.

3.03 Debt to State

If a payment law prohibits the Texas Comptroller of Public Accounts from making a payment, the Grantee acknowledges the System Agency's payments under the Contract will be applied toward eliminating the debt or delinquency. This requirement specifically applies to any debt or delinquency, regardless of when it arises.

3.04 Recapture of Funds

The System Agency may withhold all or part of any payments to Grantee to offset overpayments made to the Grantee. Overpayments as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Grantee understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs will be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

ARTICLE IV ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.01 Allowable Costs.

System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. The System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If the System Agency has paid funds to Grantee for unallowable or ineligible costs, the System Agency will notify Grantee in writing, and Grantee shall return the funds to the System Agency within thirty (30) calendar days of the date of this written notice. The System Agency may withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to the System Agency, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	2 CFR, Part 225	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR, Part 220	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR, Part 230	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

A chart of applicable Federal awarding agency common rules is located through a web link on the System Agency website at <http://www.dshs.state.tx.us/contracts/links.shtm>. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.02 Independent Single or Program-Specific Audit

If Grantee, within Grantee's fiscal year, expends a total amount of at least **SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000)** in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a total amount of at least \$500,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Grantee to complete the Single Audit Status Registration Form. If Grantee fails to complete the Single Audit Status Form within thirty (30) calendar days after notification by OIG to do so, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS

4.03 Submission of Audit

Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Grantee shall submit one copy to the System Agency's Contract Representative identified in the Signature Document and one copy to the OIG at the following address:

Health and Human Services Commission
Office of Inspector General
Compliance/Audit, Mail Code 1326
P.O. Box 85200
Austin, Texas 78708-5200

Electronic submission to the System Agency should be addressed as indicated in the Signature Document

Electronic submission to HHSC should be addressed as follows:
Dani.fielding@hhsc.state.tx.us

If Grantee fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Grantee of an audit report, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract.

ARTICLE V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.01 General Affirmations

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the General Affirmations have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.02 Federal Assurances

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.03 Federal Certifications

Grantee further certifies, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, that the Federal Certifications have been reviewed, and that Grantee is in compliance with each of the requirements reflected therein. **In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract.**

ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY

6.01 Ownership

The System Agency will own, and Grantee hereby assigns to the System Agency, all right, title, and interest in all Deliverables.

6.02 Intellectual Property

- a. The System Agency and Grantee will retain ownership, all rights, title, and interest in and to, their respective pre-existing Intellectual Property. A license to either Party's pre-existing Intellectual Property must be agreed to under this or another contract.
- b. Grantee grants to the System Agency and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any Intellectual Property invented or created by Grantee, Grantee's contractor, or a subcontractor in the performance of the Project. Grantee will require its contractors to grant such a license under its contracts.
- c. As used herein, "Intellectual Property" shall mean: inventions and business processes, whether or not patentable; works of authorship; trade secrets; trademarks; service marks; industrial designs; and other intellectual property incorporated in any Deliverable and first created or developed by Grantee, Grantee's contractor or a subcontractor in performing the Project.

ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE

7.01 Books and Records

Grantee will keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to

determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Grantee will maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

7.02 Access to records, books, and documents

In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors will permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that will have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that will have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee will produce original documents related to this Contract. The System Agency and any duly authorized authority will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Grantee will include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.03 Response/compliance with audit or inspection findings

- a. Grantee must act to ensure its and its Subcontractor's compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the goods or services provided hereunder. Any such correction will be at Grantee or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance will be solely the decision of the System Agency.
- b. As part of the Services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

7.04 SAO Audit

Grantee understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Grantee agrees to cooperate fully with the SAO

or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Grantee and the requirement to cooperate is included in any Subcontract it awards.

7.05 Confidentiality

Any specific confidentiality agreement between the Parties takes precedent over the terms of this section. To the extent permitted by law, Grantee agrees to keep all information confidential, in whatever form produced, prepared, observed, or received by Grantee. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

7.06 Public Information Act

Information related to the performance of this Contract may be subject to the PIA and will be withheld from public disclosure or released only in accordance therewith. Grantee must make all information not otherwise excepted from disclosure under the PIA available in portable document file ("pdf") format or any other format agreed between the Parties.

ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION

8.01 Contract Management

To ensure full performance of the Contract and compliance with applicable law, the System Agency may take actions including:

- a. Suspending all or part of the Contract;
- b. Requiring the Grantee to take specific corrective actions in order to remain in compliance with term of the Contract;
- c. Recouping payments made to the Grantee found to be in error;
- d. Suspending, limiting, or placing conditions on the continued performance of the Project;
- e. Imposing any other remedies authorized under this Contract; and
- f. Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.

8.02 Termination for Convenience

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination.

8.03 Termination for Cause

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

a. Material Breach

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, at its sole discretion, that Grantee has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Grantee's duties under the Contract. Grantee's misrepresentation in any aspect of Grantee's

Solicitation Response, if any or Grantee's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

b. Failure to Maintain Financial Viability

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Grantee no longer maintains the financial viability required to complete the Services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

8.04 Equitable Settlement

Any early termination under this Article will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

ARTICLE IX MISCELLANEOUS PROVISIONS

9.01 Amendment

The Contract may only be amended by an Amendment executed by both Parties.

9.02 Insurance

Unless otherwise specified in this Contract, Grantee will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee will provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee will secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

These and all other insurance requirements under the Contract apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

9.03 Legal Obligations

Grantee will comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Grantee will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them. In addition to any other act or omission that may constitute a material breach of the Contract, failure to comply with this Section may also be a material breach of the Contract.

9.04 Permitting and Licensure

At Grantee's sole expense, Grantee will procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide

the goods or Services required by this Contract. Grantee will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee agrees to be responsible for payment of any such government obligations not paid by its contractors or subcontractors during performance of this Contract.

9.05 Indemnity

TO THE EXTENT ALLOWED BY LAW, GRANTEE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND THE SYSTEM AGENCY AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS ARISING OUT OF, OR CONNECTED WITH, OR RESULTING FROM:

- a. GRANTEE'S PERFORMANCE OF THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF GRANTEE, OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- b. ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY GRANTEE, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- c. EMPLOYMENT OR ALLEGED EMPLOYMENT, INCLUDING CLAIMS OF DISCRIMINATION AGAINST GRANTEE, ITS OFFICERS, OR ITS AGENTS; OR**
- d. WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.**

GRANTEE WILL COORDINATE ITS DEFENSE WITH THE SYSTEM AGENCY AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING SOLELY FROM THE GROSS NEGLIGENCE OF THE SYSTEM AGENCY OR ITS EMPLOYEES. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS CONTRACT.

9.06 Assignments

Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.

Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

9.07 Relationship of the Parties

Grantee is, and will be, an independent contractor and, subject only to the terms of this Contract, will have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the System Agency any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Grantee or any other Party.

Grantee will be solely responsible for, and the System Agency will have no obligation with respect to:

- a. Payment of Grantee's employees for all Services performed;
- b. Ensuring each of its employees, agents, or Subcontractors who provide Services or Deliverables under the Contract are properly licensed, certified, or have proper permits to perform any activity related to the Work;
- c. Withholding of income taxes, FICA, or any other taxes or fees;
- d. Industrial or workers' compensation insurance coverage;
- e. Participation in any group insurance plans available to employees of the State of Texas;
- f. Participation or contributions by the State to the State Employees Retirement System;
- g. Accumulation of vacation leave or sick leave; or
- h. Unemployment compensation coverage provided by the State.

9.08 Technical Guidance Letters

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during Work performance in the form of a Technical Guidance Letter. A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency will be incorporated into the Contract by reference herein for all purposes when it is issued.

9.09 Governing Law and Venue

This Contract and the rights and obligations of the Parties hereto will be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas unless otherwise elected by the System Agency. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. Severability

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this Contract unenforceable.

9.10 Survivability

Termination or expiration of this Contract or a Contract for any reason will not release either party from any liabilities or obligations in this Contract that the parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

9.11 Force Majeure

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

9.12 No Waiver of Provisions

Neither failure to enforce any provision of this Contract nor payment for services provided under it constitute waiver of any provision of the Contract.

9.13 Publicity

Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.

Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

9.14 Prohibition on Non-compete Restrictions

Grantee will not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

9.15 No Waiver of Sovereign Immunity

Nothing in the Contract will be construed as a waiver of sovereign immunity by the System Agency.

9.16 Entire Contract and Modification

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any

additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible by the System Agency.

9.17 Counterparts

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

9.18 Proper Authority

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Grantee before this Contract is effective or after it ceases to be effective are performed at the sole risk of Grantee with respect to compensation.

9.19 Employment Verification

Grantee will confirm the eligibility of all persons employed during the contract term to perform duties within Texas and all persons, including subcontractors, assigned by the contractor to perform work pursuant to the Contract.

9.20 Civil Rights

- a. Grantee agrees to comply with state and federal anti-discrimination laws, including:
 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
 2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 3. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
 4. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
 5. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
 6. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and
 7. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

- b. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

- c. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: http://www.hhsc.state.tx.us/about_hhsc/civil-rights/brochures-posters.shtml
- d. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- e. Upon request, Grantee will provide HHSC Civil Rights Office with copies of all of the Grantee's civil rights policies and procedures.
- f. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885.

Attachment F – HHSC Special Conditions Version 1.0



**Health and Human Services Commission
Special Conditions
Version 1.0**

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HHSC SPECIAL CONDITIONS

The terms and conditions of these Special Conditions are incorporated into and made a part of the Contract. Capitalized items used in these Special Conditions and not otherwise defined have the meanings assigned to them in HHSC Uniform Terms and Conditions – Vendor, Version 2.12

ARTICLE I. SPECIAL DEFINITIONS

“Conflict of Interest” means a set of facts or circumstances, a relationship, or other situation under which Contractor, a Subcontractor, or individual has past, present, or currently planned personal or financial activities or interests that either directly or indirectly: (1) impairs or diminishes the Contractor’s, or Subcontractor’s ability to render impartial or objective assistance or advice to the HHSC; or (2) provides the Contractor or Subcontractor an unfair competitive advantage in future HHSC procurements.

“Contractor Agents” means Contractor’s representatives, employees, officers, Subcontractors, as well as their employees, contractors, officers, and agents.

“Custom Software” means Software developed as a Deliverable or in connection with the Agreement.

“Data Use Agreement” means the agreement incorporated into the Contract to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information.

“Federal Financial Participation” is a program that allows states to receive partial reimbursement for activities that meet certain objectives of the federal government. It is also commonly referred to as the Federal Medical Assistance Percentage (FMAP).

“Item of Noncompliance” means Contractor’s acts or omissions that: (1) violate a provision of the Contract; (2) fail to ensure adequate performance of the Work; (3) represent a failure of Contractor to be responsive to a request of HHSC relating to the Work under the Contract.

“Minor Administrative Change” refers to a change to the Contract that does not increase the fees or term and done in accordance with Section 6.02 of these Special Conditions.

“Other Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Contractor; or that Contractor may create, receive, maintain, use, disclose or have access to on behalf of HHSC or through performance of the Work, which is not designated as Confidential Information in the Data Use Agreement.

“Outside the United States” means any location that is not within the territorial boundaries comprising the republic of the United States of America, including any of the 48 coterminous states in North America, the states of Alaska and Hawaii, and the District of Columbia.

“Software” means all operating system and applications software used or created by Contractor to perform the Work under the Contract.

“State” means the State of Texas and, unless otherwise indicated or appropriate, will be interpreted to mean HHSC and other agencies of the State of Texas that may participate in the administration of HHSC

Programs; provided, however, that no provision will be interpreted to include any entity other than HHSC as the contracting agency.

“Third Party Software” refers to software programs or plug-ins developed by companies or individuals other than Contractor which are used in performance of the Work. It does not include items which are ancillary to the performance of the Work, such as internal systems of Contractor which were deployed by Contractor prior to the Contract and not procured to perform the Work.

“Turnover” means the effort necessary to enable HHSC, or its designee, to effectively close out the Contract and move the Work to another vendor or to perform the Work by itself.

“Turnover Plan” means the written plan developed by Contractor, approved by HHSC, and to be employed when the Work described in the Contract transfers to HHSC, or its designee, from the Contractor.

“VUTC” means HHSC’s Uniform Terms and Conditions – Vendor, Version 2.12

“WSD” means the Work, Services, or Deliverables to be performed or provided under the Contract.

ARTICLE II. GENERAL PROVISIONS

2.01 Controlling Order

Unless otherwise agreed, in the event of any conflict or contradiction between or among the provisions of the Contract, the provisions in the documents will control in the following order:

- a. The Signature Document;
- b. These Special Conditions;
- c. HHSC Uniform Terms and Conditions – Vendor;
- d. The Solicitation and any addendums, corrections, and clarifications; then
- e. Contractor’s Solicitation Response and any agreed to modifications.

2.02 Inducements

In awarding the Contract, the HHSC relies on Contractor’s assurances of the following:

- a. Contractor and its Subcontractors are established providers of the WSD described in the Solicitation and required under the Contract;
- b. Contractor and its Subcontractors have the skills, qualifications, expertise, financial resources, and experience necessary to perform the WSD in an efficient, cost-effective manner, with a high degree of quality and responsiveness.
- c. Contractor has performed similar WSD for other public or private entities;
- d. Contractor has thoroughly reviewed, analyzed, and understood the Solicitation, has timely raised all questions or objections to the Solicitation or WSD, and has had the opportunity to review and fully understand HHSC’s current program and operating environment for the activities that are the subject of the Contract and the needs and requirements of the State during the Contract term;
- e. Contractor has had the opportunity to review and understand the State’s stated objectives in entering into the Contract and, based on such review and understanding, Contractor currently has

- the capability to perform the WSD in accordance with the terms and conditions of the Contract; and
- f. Contractor fully understands the risks associated with public health and human service programs administered by HHSC as described in the Solicitation, including the risk of non-appropriation of funds.

2.03 Delegation of Authority

Whenever, by any provision of the Contract, any right, power, or duty is imposed or conferred on HHSC, the right, power, or duty so imposed or conferred is possessed and exercised by HHSC's Executive Commissioner unless such is delegated to duly appointed agents or employees of HHSC. HHSC's Executive Commissioner will reduce any delegation of authority to writing and provide a copy to Contractor on request. The authority delegated to Contractor by HHSC is limited to the terms of the Contract. Contractor may not rely upon implied authority and is not delegated authority under the Contract to:

- a. Make public policy;
- b. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of HHSC Programs; or
- c. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the HHSC regarding HHSC Programs or the Contract. However, upon request and reasonable notice to the Contractor, Contractor will assist HHSC in communications and negotiations regarding the WSD under the Contract with state and federal governments.

2.04 Other System Agencies Participation in the Contract

In addition to providing the WSD specified for HHSC, Contractor agrees to allow other System Agencies the option to participate in the Contract under the same terms and conditions. Each System Agency that elects to obtain WSD under this section will issue a purchase or work order to Contractor, referring to, and incorporating by reference, the terms and conditions specified in the Contract.

System Agencies have no authority to modify the terms of the Contract. However, additional System Agency terms and conditions that do not conflict with the Contract, and are acceptable to the Contractor, may be added in a purchase or work order and given effect. No additional term or condition added in a purchase or work order issued by a System Agency can conflict with or diminish a term or condition of the Contract. In the event of a conflict between a System Agency's purchase or work order and the Contract, the Contract terms control.

2.05 Most Favored Customer

Contractor agrees that if during the term of the Contract, Contractor enters into any agreement with any other governmental customer, or any non-affiliated commercial customer by which it agrees to provide equivalent services at lower prices, or additional services at comparable prices, Contractor will notify HHSC within (10) business days from the date Contractor executes any such agreement. Contractor agrees, at HHSC's option, to amend the Contract to accord equivalent advantage to HHSC.

2.06 Assumption After Assignment

As authorized in the VUTC, each party to whom an assignment is made must assume all or any part of Contractor's interests in the Contract, the WSD, and any documents executed with respect to the Contract, including, without limitation, the assignor's obligation for all or any portion of the purchase payments, in whole or in part.

2.07 Cooperation with HHSC Vendors

At HHSC's request, Contractor will allow parties interested in responding to other HHSC solicitations to have reasonable access during normal business hours to the WSD, software, systems documentation, and site visits to the Contractor's facilities. Contractor may elect to have such parties inspecting the WSD, facilities, software or systems documentation to agree to use the information so obtained only in the State of Texas and only for the purpose of responding to the relevant HHSC solicitation.

2.08 Renegotiation and Reprocurement Rights

Notwithstanding anything in the Contract to the contrary, HHSC may at any time during the term of the Contract exercise the option to notify Contractor that HHSC has elected to renegotiate certain terms of the Contract. Upon Contractor's receipt of any notice under this section, Contractor and HHSC will undertake good faith negotiations of the subject terms of the Contract.

HHSC may at any time issue solicitation instruments to other potential contractors for performance of any portion of the WSD covered by the Contract, including services similar or comparable to the WSD, performed by Contractor under the Contract. If HHSC elects to procure the WSD, or any portion thereof, from another vendor in accordance with this section, HHSC will have the termination rights set forth in the VUTC.

2.09 Solicitation Errors

Contractor will not take advantage of any errors or omissions in the Solicitation or the resulting Contract. Contractor must promptly notify HHSC of any errors or omissions that are discovered. Failure to notify HHSC of any errors will constitute a waiver of those errors.

ARTICLE III. PROHIBITION AGAINST PERFORMANCE OUTSIDE OF THE UNITED STATES

3.01 Authority

HHSC is responsible for the development and implementation of Software and hardware to support HHSC programs, which are paid for in whole or in part with State and federal funds. Accordingly, such Software and hardware may be subject to statutory restrictions on the export of technology to foreign nations, including but not limited to the Export Administration Regulations contained in 15 C.F.R. Parts 730-774.

3.02 Prohibition

Contractor agrees that, unless specifically authorized in writing by HHSC:

- (1) All WSD under this Contract, including that of Subcontracts, will be performed exclusively within the United States. This obligation includes, but is not limited to, information technology services, processing, transmission, storage, archiving, data center services, disaster recovery sites and services, customer support, medical, dental, laboratory and clinical services, services related to Custom Software, and all modifications of Custom Software, Third Party Software, or vendor proprietary software;
- (2) All information obtained by Contractor or a Subcontractor under this Contract shall be maintained within the United States; and shall not leave the United States by any means (physical or electronic) at any time; and
- (3) Contractor shall not permit any person or entity at a location Outside The United States to have remote access to any of the WSD under the Contract without HHSC's written approval.

3.03 Exception

The prohibition against WSD Outside the United States does not preclude the acquisition or use of commercial off-the-shelf (COTS) software that is developed Outside the United States or hardware that is generically configured Outside the United States. The prohibition against WSD Outside the United States does not preclude Contractor from acquiring or using products or supplies that are manufactured Outside the United States, provided such products or supplies are commercially available within the United States for acquisition.

3.04 Remedy

Contractor's violation of this section will constitute a material breach of the Contract. Contractor will be liable to HHSC for all damages in accordance with the Contract.

ARTICLE IV. CONTRACTOR PERSONNEL AND SUBCONTRACTORS

4.01 Qualifications

Contractor agrees to maintain the organizational and administrative capacity and capabilities proposed in its response to the Solicitation, as modified, to carry out all duties and responsibilities under the Contract. Contractor Agents assigned to perform the duties and responsibilities under the Contract must be and remain properly trained and qualified for the functions they are to perform. Notwithstanding the transfer or turnover of personnel, Contractor remains obligated to perform all duties and responsibilities under the Contract without degradation and in strict accordance with the terms of the Contract.

4.02 Conduct and Removal

While performing the WSD under the Contract, Contractor Agents must comply with applicable Contract terms, State and federal rules, regulations, HHSC's policies, and HHSC's requests regarding personal and professional conduct; and otherwise conduct themselves in a businesslike and professional manner.

If HHSC determines in good faith that a particular Contractor Agent is not conducting himself or herself in accordance with the terms of the Contract, HHSC may provide Contractor with notice and documentation regarding its concerns. Upon receipt of such notice, Contractor must promptly investigate the matter and, at HHSC's election, take appropriate action that may include removing the Contractor Agent from

performing any WSD under the Contract and replacing the Contractor Agent with a similarly qualified individual acceptable to HHSC as soon as reasonably practicable or as otherwise agreed to by HHSC.

4.03 No Authority

Contractor Agents are not employees of HHSC or the State of Texas and are considered Contractor's employees for all purposes. Except as provided in the Contract, neither Contractor nor any of Contractor Agents may act in any sense as agents or representatives of HHSC or the State of Texas.

4.04 E-Verify

By entering into this Contract, Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- (1) All persons employed to WSD within the State of Texas, during the term of the Contract; and
- (2) All Contractor Agents assigned by Contractor to perform WSD pursuant to the Contract, within the United States of America.

4.05 Subcontractors Not Identified in the Solicitation Response

Prior to entering into a Subcontract, Contractor must identify any Subcontractor that is a newly-formed subsidiary or entity, whether or not an affiliate of Contractor, substantiate the proposed Subcontractor's ability to perform the subcontracted WSD, and certify to HHSC that no loss of WSD will occur as a result of the performance of such Subcontractor.

At HHSC's request, prior to executing a Subcontract with a value greater than \$100,000.00, Contractor must submit a copy of the Subcontract to HHSC for review and approval. HHSC reserves the right to:

- (1) Reject the Subcontract or require changes to any provisions that do not comply with the requirements, duties, or responsibilities of the Contract or that create significant barriers for HHSC to monitor compliance with the Contract;
- (2) Object to the selection of the Subcontractor; or
- (3) Object to the subcontracting of the WSD proposed to be subcontracted.

ARTICLE V. PERFORMANCE

5.01 Measurement

Satisfactory performance of the Contract, unless otherwise specified in the Contract, will be measured by:

- (1) Compliance with Contract requirements, including all representations and warranties;
- (2) Compliance with the WSD requested in the Solicitation and WSD proposed by Contractor in its response to the Solicitation and approved by HHSC;
- (3) Delivery of WSD in accordance with the service levels proposed by Contractor in the Solicitation Response as accepted by HHSC;
- (4) Results of audits, inspections, or quality checks performed by the HHSC or its designee;

- (5) Timeliness, completeness, and accuracy of WSD; and
- (6) Achievement of specific performance measures and incentives as applicable.

ARTICLE VI. AMENDMENTS AND MODIFICATIONS

6.01 Formal Procedure

No different or additional WSD or contractual obligations will be authorized or performed unless contemplated within the Scope of Work and memorialized in an amendment or modification of the Contract that is executed in compliance with this Article. No waiver of any term, covenant, or condition of the Contract will be valid unless executed in compliance with this Article. Contractor will not be entitled to payment for WSD that is not authorized by a properly executed Contract amendment or modification, or through the express written authorization of HHSC.

Any changes to the Contract that results in a change to either the term, fees, or significantly impacting the obligations of the parties to the Contract must be effectuated by a formal Amendment to the Contract. Such Amendment must be signed by the appropriate and duly authorized representative of each party in order to have any effect.

6.02 Minor Administrative Changes

HHSC's designee, referred to as the Contract Manager, Project Sponsor, or other equivalent, in the Contract, is authorized to provide written approval of mutually agreed upon Minor Administrative Changes to the WSD or the Contract that do not increase the fees or term. Changes that increase the fees or term must be accomplished through the formal amendment procedure, as set forth in Section 6.01 of these Special Conditions. Upon approval of a Minor Administrative Change, HHSC and Contractor will maintain written notice that the change has been accepted in their Contract files.

6.03 Technical Guidance Letters

Notwithstanding anything to the contrary in the Contract, Technical Guidance Letters ("TGL") as provided by the VUTC will not act as an Amendment or modification to the Contract to the extent such affect price or term of the Contract. Such TGLs are interpretive and instructional only and are not authorized to extend the term, modify the fees or other payment arrangements, increase the Contract total value, or materially change the substance of the WSD.

ARTICLE VII. AUDITS AND RECORDS

7.01 Record Retention

Contractor will comply with the records retention schedule approved by the Texas State Library and Archives Commission, unless a longer period is specified in the Contract. Contractor acknowledges that such schedule may be amended or modified from time to time and agrees to give any such modification or amendment full effect. The current approved schedule is published at <https://www tsl.texas.gov/sites/default/files/public/tslac/slrn/state/schedules/529.PDF>. It is Contractor's

responsibility to monitor the Texas State Library and Archives Commission's approval of HHSC's record retention schedules.

7.02 Access and Accommodation

In providing the access required by the VUTC for records and audits, Contractor will provide access to records, books, and documents in reasonable comfort and will provide any furnishings, equipment, or other conveniences necessary to enable complete and unfettered access to records, books, and documents to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities. Contractor will require Contractor Agents to provide comparable accommodations. Upon request, Contractor will provide copies of records, books, and documents free of charge to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, including those the entities described in the VUTC.

The access and accommodations set forth in this section will also be provided for Software and equipment used in the performance of the WSD. Contractor will provide reasonable assistance that this section requires to auditors and/or inspectors to complete any audits or inspections related to the WSD.

Contractor will include this section concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.03 Response to Audits or Inspection Findings

Contractor will take all action to ensure it, or a Contractor Agent, complies with any finding of noncompliance relating to the WSD or any other deficiency contained in any audit, review, or inspection conducted under the Contract. Contractor will bear the expense of compliance with any finding of noncompliance under the Contract that is:

- (1) Required by a Texas or federal law, regulation, rule or other audit requirement relating to Contractor's business;
- (2) Performed by Contractor as part of the WSD; or
- (3) Necessary due to Contractor's noncompliance with any law, regulation, rule or audit requirement imposed on Contractor.

ARTICLE VIII. PAYMENT

8.01 Duty to Make Payment

HHSC will be relieved of its obligation to make any payments to Contractor until such time as any and all set-off amounts have been credited to HHSC. If HHSC disputes payment of all or any portion of an invoice from Contractor, HHSC will notify the Contractor of the dispute and both Parties will attempt in good faith to resolve the dispute in accordance with these Special Conditions. HHSC will not be required to pay any disputed portion of a Contractor invoice unless, and until, the dispute is resolved. Notwithstanding any such dispute, Contractor will continue to perform the WSD in compliance with the terms of the Contract pending resolution of such dispute so long as all undisputed amounts continue to be paid to Contractor.

ARTICLE IX. CONFIDENTIALITY

9.01 Requests for Public Information

HHSC will, as permitted by law and as practicable considering HHSC's resources, notify Contractor of a request for disclosure of public information related to the Contract filed in accordance with the Texas Public Information Act, Texas Government Code Chapter 552 ("PIA"). In the event Contractor believes the requested information should be protected under the PIA, Contractor will comply with PIA requirements pertaining to that information and will provide HHSC with copies of all such documentation required to support its request for nondisclosure. Contractor must make public information not otherwise excepted from disclosure under the PIA available to HHSC at no additional charge to HHSC.

To the extent authorized under the PIA, HHSC will safeguard from disclosure information received from Contractor that Contractor believes to be confidential. Contractor must clearly mark each page of such information as "Contractor Confidential Information" and provide written notice to HHSC that it considers the information confidential in accordance with the PIA. Contractor's designation or marking of information in this manner does not act, and should not be construed, as an agreement or other consent by HHSC that such information is actually confidential pursuant to the PIA.

9.02 Consultant Disclosure

Contractor agrees that any consultant reports received by HHSC in connection with the Contract may be distributed by HHSC, in its discretion, to any other state agency and the Texas legislature. Any distribution may include posting on HHSC's website or the website of a standing committee of the Texas Legislature.

9.03 Other Confidential Information

HHSC prohibits the unauthorized disclosure of Other Confidential Information. Contractor and all Contractor Agents will not disclose or use any Other Confidential Information in any manner except as is necessary for the WSD or the proper discharge of obligations and securing of rights under the Contract. Contractor will have a system in effect to protect Other Confidential Information. Any disclosure or transfer of Other Confidential Information by Contractor, including information requested to do so by HHSC, will be in accordance with the Contract. If Contractor receives a request for Other Confidential Information, Contractor will immediately notify HHSC of the request, and will make reasonable efforts to protect the Other Confidential Information from disclosure until further instructed by the HHSC.

Contractor will notify HHSC promptly of any unauthorized possession, use, knowledge, or attempt thereof, of any Other Confidential Information by any person or entity that may become known to Contractor. Contractor will furnish to HHSC all known details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist HHSC in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Other Confidential Information.

HHSC will have the right to recover from Contractor all damages and liabilities caused by or arising from Contractor or Contractor Agents' failure to protect HHSC's Confidential Information as required by this section.

**IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN
THE VUTC, CONTRACTOR WILL INDEMNIFY AND HOLD HARMLESS
HHSC FROM ALL DAMAGES, COSTS, LIABILITIES, AND EXPENSES
(INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES)**

AND COSTS) CAUSED BY OR ARISING FROM CONTRACTOR OR CONTRACTOR AGENTS FAILURE TO PROTECT OTHER CONFIDENTIAL INFORMATION. CONTRACTOR WILL FULFILL THIS PROVISION WITH COUNSEL APPROVED BY HHSC.

ARTICLE X. DISPUTES AND REMEDIES

10.01 Agreement of the Parties

The Parties agree that the interests of fairness, efficiency, and good business practices are best served when the Parties employ all reasonable and informal means to resolve any dispute under the Contract before resorting to formal dispute resolution processes otherwise provided in the Contract. The Parties will use all reasonable and informal means of resolving disputes prior to invoking a remedy provided elsewhere in the Contract, unless HHSC immediately terminates the Contract in accordance with the terms and conditions of the Contract.

Any dispute, that in the judgment of any Party to the Agreement, may materially affect the performance of any Party will be reduced to writing and delivered to the other Party within 10 business days after the dispute arises. The Parties must then negotiate in good faith and use every reasonable effort to resolve the dispute at the managerial or executive levels prior to initiating formal proceedings pursuant to the VUTC and Texas Government Code §2260, unless a Party has reasonably determined that a negotiated resolution is not possible and has so notified the other Party. The resolution of any dispute disposed of by agreement between the Parties will be reduced to writing and delivered to all Parties within 10 business days of such resolution.

10.02 Operational Remedies

The remedies described in this section may be used or pursued by HHSC in the context of the routine operation of the Contract and are directed to Contractor's timely and responsive performance of the WSD as well as the creation of a flexible and responsive relationship between the Parties. Contractor agrees that HHSC may pursue operational remedies for Items of Noncompliance with the Contract. At any time, and at its sole discretion, HHSC may impose or pursue one or more said remedies for each Item of Noncompliance. HHSC will determine operational remedies on a case-by-case basis which include, but are not, limited to:

- 1) Requesting a detailed Corrective Action Plan, subject to HHSC approval, to correct and resolve a deficiency or breach of the Contract;
- 2) Require additional or different corrective action(s) of HHSC's choice;
- 3) Suspension of all or part of the Contract or WSD;
- 4) Prohibit Contractor from incurring additional obligations under the Contract;
- 5) Issue stop Work Orders;
- 6) Assessment of liquidated damages as provided in the Contract;
- 7) Accelerated or additional monitoring;
- 8) Withholding of payments; and
- 9) Additional and more detailed programmatic and financial reporting.

HHSC's pursuit or non-pursuit of an operational remedy does not constitute a waiver of any other remedy that HHSC may have at law or equity; excuse Contractor's prior substandard performance, relieve

Contractor of its duty to comply with performance standards, or prohibit HHSC from assessing additional operational remedies or pursuing other appropriate remedies for continued substandard performance.

HHSC will provide notice to Contractor of the imposition of an operational remedy in accordance with this section, with the exception of accelerated monitoring, which may be unannounced. HHSC may require Contractor to file a written response as part of the operational remedy approach.

10.03 Equitable Remedies

Contractor acknowledges that if, Contractor breaches, attempts, or threatens to breach, any obligation under the Contract, the State will be irreparably harmed. In such a circumstance, the State may proceed directly to court notwithstanding any other provision of the Contract. If a court of competent jurisdiction finds that Contractor breached, attempted, or threatened to breach any such obligations, Contractor will not oppose the entry of an order compelling performance by Contractor and restraining it from any further breaches, attempts, or threats of breach without a further finding of irreparable injury or other conditions to injunctive relief.

10.04 Continuing Duty to Perform

Neither the occurrence of an event constituting an alleged breach of contract, the pending status of any claim for breach of contract, nor the application of an operational remedy, is grounds for the suspension of performance, in whole or in part, by Contractor of the WSD or any duty or obligation with respect to the Contract.

ARTICLE XI. DAMAGES

11.01 Availability and Assessment

HHSC will be entitled to actual, direct, indirect, incidental, special, and consequential damages resulting from Contractor's failure to comply with any of the terms of the Contract. In some cases, the actual damage to HHSC as a result of Contractor's failure to meet the responsibilities or performance standards of the Contract are difficult or impossible to determine with precise accuracy. Therefore, if provided in the Contract, liquidated damages may be assessed against Contractor for failure to meet any aspect of the WSD or responsibilities of the Contractor. HHSC may elect to collect liquidated damages:

- 1) Through direct assessment and demand for payment to Contractor; or
- 2) By deducting the amounts assessed as liquidated damages against payments owed to Contractor for Work performed. In its sole discretion, HHSC may deduct amounts assessed as liquidated damages as a single lump sum payment or as multiple payments until the full amount payable by the Contractor is received by the HHSC.

11.02 Specific Items of Liability

Contractor bears all risk of loss or damage due to defects in the WSD, unfitness or obsolescence of the WSD, or the negligence or intentional misconduct of Contractor or Contractor Agents. Contractor will ship all equipment and Software purchased and Third Party Software licensed under the Contract, freight prepaid, FOB HHSC's destination. The method of shipment will be consistent with the nature of the items shipped and applicable hazards of transportation to such items. Regardless of FOB point, Contractor bears

all risks of loss, damage, or destruction of the WSD, in whole or in part, under the Contract that occurs prior to acceptance by HHSC. After acceptance by HHSC, the risk of loss or damage will be borne by HHSC; however, Contractor remains liable for loss or damage attributable to Contractor's fault or negligence.

Contractor will protect HHSC's real and personal property from damage arising from Contractor or Contractor Agents performance of the Contract, and Contractor will be responsible for any loss, destruction, or damage to HHSC's property that results from or is caused by Contractor or Contractor Agents' negligent or wrongful acts or omissions. Upon the loss of, destruction of, or damage to any property of HHSC, Contractor will notify HHSC thereof and, subject to direction from HHSC or its designee, will take all reasonable steps to protect that property from further damage. Contractor agrees, and will require Contractor Agents, to observe safety measures and proper operating procedures at HHSC sites at all times. Contractor will immediately report to the HHSC any special defect or an unsafe condition it encounters or otherwise learns about.

IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR ALL COSTS INCURRED THAT ARE ASSOCIATED WITH INDEMNIFYING THE STATE OF TEXAS OR HHSC WITH RESPECT TO INTELLECTUAL, REAL AND PERSONAL PROPERTY. ADDITIONALLY, HHSC RESERVES THE RIGHT TO APPROVE COUNSEL SELECTED BY CONTRACTOR TO DEFEND HHSC OR THE STATE OF TEXAS AS REQUIRED UNDER THIS SECTION.

ARTICLE XII. TURNOVER

12.01 Turnover Plan

HHSC may require Contractor to develop a Turnover Plan at any time during the term of the Contract in HHSC's sole discretion. Contractor must submit the Turnover Plan to HHSC for review and approval. The Turnover Plan must describes Contractor's policies and procedures that will ensure:

- 1) The least disruption in the delivery the WSD during Turnover to HHSC or its designee; and
- 2) Full cooperation with HHSC or its designee in transferring the WSD and the obligations of the Contract.

12.02 Turnover Assistance

Contractor will provide any assistance and actions reasonably necessary to enable HHSC or its designee to effectively close out the Contract and transfer the WSD and the obligations of the Contract to another vendor or to perform the WSD by itself. Contractor agrees that this obligation survives the termination, regardless of whether for cause or convenience, or the expiration of the Contract and remains in effect until completed to the satisfaction of HHSC.

ARTICLE XIII. ADDITIONAL LICENSE AND OWNERSHIP PROVISIONS

13.01 HHSC Additional Rights

HHSC will have ownership and unlimited rights to use, disclose, duplicate, or publish all information and data developed, derived, documented, or furnished by Contractor under or resulting from the Contract. Such data will include all results, technical information, and materials developed for or obtained by HHSC from Contractor in the performance of the WSD. If applicable, Contractor will reproduce and include HHSC's copyright, proprietary notice, or any product identifications provided by Contractor.

13.02 Third Party Software

Contractor grants HHSC a non-exclusive, perpetual, license for HHSC to use Third Party Software and its associated documentation for its internal business purposes. HHSC will be entitled to use Third Party Software on the equipment or any replacement equipment used by HHSC, and with any replacement Third Party Software chosen by HHSC, without additional expense.

Terms in any licenses for Third Party Software will be consistent with the requirements of this section. Prior to utilizing any Third Party Software product not identified in the Solicitation Response, Contractor will provide HHSC copies of the license agreement from the licensor of the Third Party Software to allow HHSC to, in its discretion, object to the license agreement that must, at a minimum, provide HHSC with necessary rights consistent with the short and long-term goals of the Contract. Contractor will assign to HHSC all licenses for the Third Party Software as necessary to carry out the intent of this section.

Contractor will, during the Contract, maintain any and all Third Party Software at their most current version or no more than one version back from the most current version. However, Contractor will not maintain any Third Party Software versions, including one version back, if notified by HHSC that any such version would prevent HHSC from using any functions, in whole or in part, of HHSC systems or would cause deficiencies in HHSC systems.

13.03 Software and Ownership Rights.

In accordance with 45 C.F.R. Part 95.617, all appropriate federal agencies will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to use for government purposes all WSD, materials, Custom Software and modifications thereof, source code, associated documentation designed, developed, or installed with Federal Financial Participation under the Contract, including but not limited to those materials covered by copyright.

ARTICLE XIV. MISCELLANEOUS PROVISIONS

14.01 Ability to Perform

In conjunction with the Permitting and Licensure requirements contained in the VUTC, Contractor must remain in good standing with all regulatory agencies throughout the term of the Contract. Failure to remain in good standing with all regulatory agencies constitutes a material breach of Contract. Contractor must maintain the financial resources to fund the capital expenditures required under the Contract without advances by HHSC or assignment of any payments by the HHSC to a financing source.

14.02 Continuing Duty to Disclose

Contractor acknowledges its continuing obligation to comply with the requirements of any affirmation or certification contained in the Contract, and will immediately notify HHSC of any changes in circumstances affecting those certifications.

14.03 Conflicts of Interest

Contractor warrants to the best of its knowledge and belief, except to the extent already disclosed to HHSC, there are no facts or circumstances that could give rise to a Conflict of Interest and further that Contractor or Contractor Agents have no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with their performance under the Contract. Contractor will, and require Contractor Agents, to establish safeguards to prohibit Contract Agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational Conflict of Interest, or for personal gain. Contractor and Contractor Agents will operate with complete independence and objectivity without actual, potential or apparent Conflict of Interest with respect to the activities conducted under the Contract.

Contractor agrees that, if after Contractor's execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to HHSC. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by HHSC as a potential conflict. HHSC reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by HHSC's decision.

If HHSC determines that Contractor was aware of a Conflict of Interest and did not disclose the conflict to HHSC, such nondisclosure will be considered a material breach of the Contract. Furthermore, such breach may be submitted to the Office of the Attorney General, Texas Ethics Commission, or appropriate State or federal law enforcement officials for further action.

14.04 Flow Down Provisions

Contractor must include any applicable provisions of the Contract in all subcontracts based on the scope and magnitude of work to be performed by such Subcontractor. Any necessary terms will be modified appropriately to preserve the State's rights under the Contract.

14.05 Recruitment Prohibition

Contractor will not retain, without HHSC written consent, any person or entity utilized by HHSC in the development of the Solicitation or who participated in the selection of the Contractor for the Contract. Contractor will not recruit or employ any HHSC personnel who have worked on projects relating to the subject matter of the Contract, or who have had any influence on decisions affecting the subject matter of the Contract, for two (2) years following the completion of the Contract.

14.06 Manufacturer's Warranties

Contractor assigns to HHSC all of the manufacturers' warranties and indemnities relating to the WSD, including without limitation, Third Party Software, to the extent Contractor is permitted by the manufacturers to make such assignments to HHSC.

14.07 Cooperation with HHSC Designees

Contractor will cooperate with and work with State and federal agencies, other State contractors, subcontractors and third-party representatives as required by the WSD or requested by HHSC. Contractor personnel will cooperate at no charge to HHSC for purposes relating to the WSD. This cooperation specifically includes, but is not limited to:

- (1) The investigation and prosecution of fraud, abuse, and waste in the HHSC programs;
- (2) Audit, inspection, or other investigative purposes; and
- (3) Testimony in judicial or quasi-judicial proceedings relating to the Contract or other delivery of information requested by the HHSC or other agencies' investigators or legal staff.

14.08 Notice of Litigation or Contract Action

Contractor will notify HHSC of any litigation or legal matter related to or affecting the Contract within seven calendar days of becoming aware of the litigation or legal matter. Contractor will also notify HHSC if Contractor has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within seven calendar days of such event. The notification required under this section will contain information sufficient for HHSC to independently confirm the action and to take appropriate actions.

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Attachment G – State Assurances

State Assurances

- (a) Scope. In addition to federal requirements, state law requires a number of assurances from applicants for federal pass-through or other state-appropriated funds.
- (1) A subgrantee must comply with Texas Government Code, Chapter 551, Vernon's 1994, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
 - (2) No health and human services agency or public safety or law enforcement agency may contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
 - (3) When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and local subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met.
 - (4) A subgrantee must comply with the Texas Family Code, Section 261.101 which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Family and Protective Services. Subgrantees shall also ensure that all program personnel are properly trained and aware of this requirement.
 - (5) Subgrantees will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. (EO 11738).
 - (6) The applicant must certify that they are not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.
 - (7) Subgrantees must adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

Attachment H – Federal Assurances

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standard or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standard for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685- 1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non- discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to

all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetland pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Costal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance. 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Attachment I – DUA

**DATA USE AGREEMENT
BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES ENTERPRISE
AND
_____ (“CONTRACTOR”)**

This Data Use Agreement (“DUA”), effective as of the Base Contract (“Effective Date”), is entered into by and between the Texas Health and Human Services Enterprise agency _____ (“HHS”) and _____ (“CONTRACTOR”), and incorporated into the terms of HHS Contract No. _____, in Travis County, Texas (the “Base Contract”).

ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with CONTRACTOR, and describe CONTRACTOR’s rights and obligations with respect to the Confidential Information and the limited purposes for which the CONTRACTOR may create, receive, maintain, use, disclose or have access to Confidential Information. **45 CFR 164.504(e)(1)-(3)** This DUA also describes HHS’s remedies in the event of CONTRACTOR’s noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

ARTICLE 2. DEFINITIONS

For the purposes of this DUA, **capitalized, underlined terms have the meanings set forth in the following:** Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq.*) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

“Authorized Purpose” means the specific purpose or purposes described in the Scope of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

“Authorized User” means a Person:

- (1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;
- (2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and
- (3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

“Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR or that CONTRACTOR may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:

- (1) Client Information;
- (2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;
- (3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;
- (4) Federal Tax Information;
- (5) Personally Identifiable Information;
- (6) Social Security Administration Data, including, without limitation, Medicaid information;
- (7) All privileged work product;
- (8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

“Legally Authorized Representative” of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; Estates Code Ch. 752 and Texas Prob. Code § 3.

ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

Section 3.01 Obligations of CONTRACTOR

CONTRACTOR agrees that:

(A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. **45 CFR 164.502(b)(1); 45 CFR 164.514(d)**

(B) CONTRACTOR will not, without HHS's prior written consent, disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out the Authorized Purpose or as Required by Law.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. **45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101**

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request. **45 C.F.R. 164.308(a)(1)(ii)(C); 164.530(e); 164.410(b); 164.530(b)(1)**

(D) CONTRACTOR will not, without prior written approval of HHS, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying HHS so that HHS may have the opportunity to object to the disclosure or access and seek appropriate

relief. If HHS objects to such disclosure or access, CONTRACTOR will refrain from disclosing or providing access to the Confidential Information until HHS has exhausted all alternatives for relief. **45 CFR 164.504(e)(2)(ii)(A)**

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. **45 CFR 164.502(d)(2)(i) and (ii)** CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. **45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002**

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of CONTRACTOR without requiring that Subcontractor first execute the Form Subcontractor Agreement, Attachment 1, which ensures that the Subcontractor will comply with the identical terms, conditions, safeguards and restrictions as contained in this DUA for PHI and any other relevant Confidential Information and which permits more strict limitations; and **45 CFR 164.502(e)(1)(I)(ii); 164.504(e)(1)(i) and (2)**

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. **45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.**

(H) If CONTRACTOR maintains PHI in a Designated Record Set, CONTRACTOR will make PHI available to HHS in a Designated Record Set or, as directed by HHS, provide PHI to the Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. **45 CFR 164.524 and 164.504(e)(2)(ii)(E)**

(I) CONTRACTOR will make PHI as required by HIPAA available to HHS for amendment and incorporate any amendments to this information that HHS directs or agrees to pursuant to the HIPAA. **45 CFR 164.504(e)(2)(ii)(E) and (F)**

(J) CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. **45 CFR 164.504(e)(2)(ii)(G) and 164.528**

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI by any Individual subject to this DUA, it will promptly forward the request to HHS; however, if it would violate HIPAA to forward the request, CONTRACTOR will promptly notify HHS of the request and of CONTRACTOR's response. Unless CONTRACTOR is prohibited by law from forwarding a request, HHS will respond to all such requests, unless HHS has given prior written consent for CONTRACTOR to respond to and account for all such requests. **45 CFR 164.504(e)(2)**

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. **45 CFR 164.308; 164.530(c); 1 TAC 202**

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use or disclose PHI for the proper management and

administration of CONTRACTOR or to carry out CONTRACTOR's legal responsibilities if: **45 CFR 164.504(e)(ii)(I)(A)**

(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D);

(2) CONTRACTOR obtains reasonable assurances from the Person to whom the information is disclosed that the Person will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c) Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. **45 CFR 164.504(e)(4)(ii)(B)**

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if requested by HHS, use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. **45 CFR 164.504(e)(2)(i)(B)**

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, return to HHS or Destroy, at HHS's election, and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or returned to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, CONTRACTOR acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or HHS record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such return or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. **45 CFR 164.504(e)(2)(ii)(J)**

(P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses. **45 CFR 164.306; 164.530(c)**

(Q) If CONTRACTOR accesses, transmits, stores, and/or maintains Confidential Information, CONTRACTOR will complete and return to HHS at infosecurity@hhsc.state.tx.us the HHS information security and privacy initial inquiry (SPI) at Attachment 2 . The SPI identifies basic privacy and security controls with which CONTRACTOR must comply to protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. **45 CFR 164.306**

(R) CONTRACTOR will establish, implement and maintain any and all appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. **45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards)**

(S) CONTRACTOR will designate and identify, subject to HHS approval, a Person or Persons, as Privacy Official **45 CFR 164.530(a)(1)** and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. CONTRACTOR will provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. **45 CFR 164.308(a)(2)**

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. **45 CFR 164.502; 164.514(d)**

(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the DUA. **45 CFR 164.308; 164.316; 164.514(d); 164.530(i)(1)**

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR on behalf of HHS for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. **45 CFR 164.308; 164.514(d)**

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary, or other federal or state law. **45 CFR 164.504(e)(2)(i)(I)**

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information in motion includes secure File Transfer Protocol (SFTP) or Encryption at an appropriate level or otherwise protected as required by rule, regulation or law. HHS Confidential Information at rest requires Encryption unless there is adequate administrative, technical, and physical security, or as otherwise protected as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance

investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. **45 CFR 164.312; 164.530(d)**

(Z) CONTRACTOR will comply with the following laws and standards *if applicable to the type of Confidential Information and Contractor's Authorized Purpose:*

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and
- Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

Section 4.01. Breach or Event Notification to HHS. 45 CFR 164.400-414

(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's satisfaction (the "incident response period"). **45 CFR 164.404**

(C) Breach Notice:

1. Initial Notice.

a. For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after

Discovery, or in a timeframe otherwise approved by HHS in writing, initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA; and IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.

b. Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. **45 CFR 164.410**

c. Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

2. 48-Hour Formal Notice. No later than 48 consecutive clock hours after Discovery, or a time within which Discovery reasonably should have been made by CONTRACTOR of an Event or Breach of Confidential Information, **provide** formal notification to the State, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available: **For (a) - (m) below: 45 CFR 164.400-414**

a. The date the Event or Breach occurred;

b. The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

c. A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

d. A brief description of CONTRACTOR's investigation and the status of the investigation;

e. A description of the types and amount of Confidential Information involved;

f. Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the individual and if applicable the, Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;

g. CONTRACTOR's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

h. CONTRACTOR's recommendation for HHS's approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

i. The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

j. The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

k. Identify, describe or estimate of the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

l. A reasonable schedule for CONTRACTOR to provide regular updates to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as

otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

m. Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

Section 4.02 Investigation, Response and Mitigation. For A-F below: 45 CFR 164.308, 310 and 312; 164.530

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

Section 4.03 Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)

(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR must obtain HHS's prior written approval of the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

(D) CONTRACTOR will have the burden of demonstrating to the satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

ARTICLE 5. SCOPE OF WORK

Scope of Work means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Scope of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

ARTICLE 6. GENERAL PROVISIONS

Section 6.01 Ownership of Confidential Information

CONTRACTOR acknowledges and agrees that the Confidential Information is and will remain the property of HHS. CONTRACTOR agrees it acquires no title or rights to the Confidential Information.

Section 6.02 HHS Commitment and Obligations

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

Section 6.03 HHS Right to Inspection

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

Section 6.04 Term; Termination of DUA; Survival

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended or amended, this DUA is updated automatically concurrent with such extension or amendment.

(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by HHS.

(D) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:

1. Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or
2. Require CONTRACTOR to submit to a corrective action plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or
3. Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or
4. Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Travis County, Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation and the action it intends to take.

(E) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary.

(F) The duties of CONTRACTOR or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

Section 6.05 Governing Law, Venue and Litigation

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Travis County, Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

Section 6.06 Injunctive Relief

(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

Section 6.07 Indemnification

CONTRACTOR will indemnify, defend and hold harmless HHS and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of HHS) or other members of its Workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by CONTRACTOR or its employees, directors, officers, Subcontractors, or agents or other members of its Workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure and continues to apply even in the event insurance coverage required, if any, in the DUA or Base Contract is denied, or coverage rights are reserved by any insurance carrier. Upon demand, CONTRACTOR will reimburse HHS for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party to the extent caused by and which results from the CONTRACTOR's failure to meet any of its obligations under this DUA. CONTRACTOR's obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of this DUA.

Section 6.08 Insurance

(A) In addition to any insurance required in the Base Contract, at HHS's option, HHS may require CONTRACTOR to maintain, at its expense, the special and/or custom first- and third-party

insurance coverages, including without limitation data breach, cyber liability, crime theft and notification expense coverages, with policy limits sufficient to cover any liability arising under this DUA, naming the State of Texas, acting through HHS, as an additional named insured and loss payee, with primary and non-contributory status, with required insurance coverage, by the Effective Date, or as required by HHS.

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

Section 6.09 Fees and Costs

Except as otherwise specified in this DUA or the Base Contract, including but not limited to requirements to insure and/or indemnify HHS, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

Section 6.10 Entirety of the Contract

This Data Use Agreement is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

Section 6.11 Automatic Amendment and Interpretation

Upon the effective date of any amendment or issuance of additional regulations to HIPAA, or any other law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.

ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM
HHS CONTRACT NUMBER _____

The DUA between HHS and CONTRACTOR establishes the permitted and required uses and disclosures of Confidential Information by CONTRACTOR.

CONTRACTOR has subcontracted with _____ (SUBCONTRACTOR) for performance of duties on behalf of CONTACTOR which are subject to the DUA. SUBCONTRACTOR acknowledges, understands and agrees to be bound by the identical terms and conditions applicable to CONTRACTOR under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. CONTRACTOR and SUBCONTRACTOR agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right but not the obligation to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

CONTRACTOR and SUBCONTRACTOR assure HHS that any Breach or Event as defined by the DUA that SUBCONTRACTOR Discovers will be reported to HHS by CONTRACTOR in the time, manner and content required by the DUA.

If CONTRACTOR knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by SUBCONTRACTOR that constitutes a material breach or violation of the DUA or the SUBCONTRACTOR's obligations CONTRACTOR will:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with SUBCONTRACTOR, if feasible;
3. Notify HHS immediately upon reasonably discovery of the pattern of activity or practice of SUBCONTRACTOR that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps CONTRACTOR is taking to cure or end the violation or terminate SUBCONTACTOR's contract or arrangement.

This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.

CONTRACTOR

BY: _____

NAME: _____

TITLE: _____

DATE _____, **201** .

SUBCONTRACTOR

BY: _____

NAME: _____

TITLE: _____

DATE: _____